

Exhibit A
DEFINITIONS AND ACRONYMS

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

“**Adjusted Available Public Funds Amount**” has the meaning set forth in ITP Section 1.4.2.

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

“**Authorized Representative**” has the meaning set forth in ITP Section 2.2.1.

“**Available Public Funds Amount**” has the meaning set forth in ITP Section 1.1.

“**Available Public Funds Amount Adjustment**” has the meaning set forth in ITP Section 3.3.

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

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

~~“**CMA Documents**” shall have the meaning set forth in Section 1.2.1 of the Capital Maintenance Agreement.~~

“**Code**” has the meaning set forth in ITP Section 1.6.4.

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

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

“**Development Agreement Documents**” shall mean the “Contract Documents” defined in Section 1.2 of the Development Agreement.

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

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

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

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

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

~~“**CMA Documents**” shall have the meaning set forth in Section 1.2.1 of the Capital Maintenance Agreement.~~

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

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

“FHWA” means the Federal Highway Administration.

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

“Instructions to Proposers” or **“ITP”** means the documents, including exhibits and forms, included in the RFP containing directions for the preparation and submittal of information by the Proposers in response to the RFP.

“Intelligent Transportation System” or **“ITS”** means a system for monitoring traffic flow and performance, including vehicle detection equipment that measures vehicle classification, vehicular volume, lane occupancy, and speed information; communications equipment; closed circuit television equipment; and equipment for dynamic messaging capability.

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

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

“Maintenance Option Price” has the meaning set forth in Section 3.4 of Exhibit C-2 to the ITP.

“Maintenance Price” has the meaning set forth in Section 3.2 of Exhibit C-2 to the ITP.

“Major Participant” means each Equity Member and each member of the Proposer’s organization with: (a) primary responsibility for design; (b) primary responsibility for construction; (c) primary responsibility for capital maintenance; or (d) a proposed subcontract with a value greater than or equal to \$10 million (excluding subcontracts with Suppliers).

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

“Option(s)” means those certain options contained in each of Work Packages 2 through 4 and as further described in ITP Table 1.1.

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

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

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

“Preliminary Project Baseline Schedule” means the Project schedule required to be submitted with the Proposal and meeting the requirements set forth in Section 4.3.2 of Exhibit B to the ITP and Technical Provisions Section 2.1.1.2.1.

“Preliminary Project Management Plan” means the portion of the Project Development Plan providing the information requested in Section 4.4.1.2 of Exhibit B to the ITP.

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

“Price Proposal Due Date” means the deadline for submission of Price Proposals identified in ITP Section 1.5.

“Price Proposal Evaluation Subcommittee” or **“PPES”** means the subcommittee that performs the initial review of the Price Proposal and provides evaluation recommendations to the ESRC as set forth in ITP [Sections 5.5 and 5.6](#).

“Project” means the IH 35E Managed Lanes Project described in ITP [Section 1.1](#).

“Project Development Plan” means the plan submitted with the Technical Proposal providing the information requested in [Section 4.0](#) of [Exhibit B](#) to the ITP.

“Project Website” has the meaning set forth in ITP [Section 2.2](#).

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

“Proposal Revisions” have the meaning set forth in ITP [Section 5.8](#).

“Proposal Security” means the proposal bond as described in [Section 4.0](#) of [Exhibit C-2](#) to the ITP.

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

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

“Quality Management Plan” means the portion of the Project Development Plan providing the information requested in [Section 4.4.2](#) of [Exhibit B](#) to the ITP.

“Quality Program” means the portion of the Project Development Plan providing the information requested in [Section 4.3](#) of [Exhibit B](#) to the ITP.

“Reference Information Documents” means the documents and information included in Volume IV and described in ITP [Section 1.2.1](#).

“Request for Qualifications” or **“RFQ”** means TxDOT’s Request for Qualifications issued on January 23, 2012, as amended.

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

“RFP Documents” shall mean the documents listed in ITP [Section 1.2.1](#).

“ROW Credit ATC” means an ATC that qualifies for an Available Public Funds Amount Adjustment.

“Schedule” means the portion of the Project Development Plan providing the information requested in [Section 4.3](#) of [Exhibit B](#) to the ITP.

“Stakeholder” means parties that may have a stake in the Project by virtue of their location or funding, including the North Texas Tollway Authority, Dallas County, Denton County, local city governments within the jurisdictions of the Project limits, North Central Texas Council of Governments, Dallas Area Rapid Transit, TxDOT, USACE, USDOT and FHWA and their officers, directors and employees. For purposes of ITP [Section 2.2.3\(d\)](#), the Texas Department of Public Safety and any other public law enforcement agency with jurisdiction to provide traffic patrol, traffic law enforcement and other police and public safety services in accordance with applicable Laws and agreements with State and local agencies will not be considered Stakeholders.

“Steering Committee” means the committee described in ITP [Section 5.9](#).

“Surety” means the individual or entity committing to provide any of the bonds identified in the RFP and meeting all of the qualification requirements set forth therein.

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

“Technical Proposal Due Date” means the deadline for submission of Technical Proposals and Financial Proposals identified in ITP Section 1.5.

“Toll System Integrator Agreement” has the meaning set forth in ITP Section 1.4.5.

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

“Traffic Management During Construction” means the portion of the Project Development Plan providing the information requested in Section 4.2 of Exhibit B to the ITP.

“Ultimate Project” shall mean the project defined in the approved environmental assessments for the north, middle and south segments and associated documents.

“USDOT” means the United States Department of Transportation.

“Work Package(s)” means, individually or collectively, as applicable, Work Package 1, Work Package 2, Work Package 3 and Work Package 4.

“Work Package 1” means the applicable base scope of Work described in Exhibit I and Table 1-1 of the ITP.

“Work Package 2” means the applicable base scope of Work and Options described in Exhibit I and Table 1-1 of the ITP.

“Work Package 3” means the applicable base scope of Work and Options described in Exhibit I and Table 1-1 of the ITP.

“Work Package 4” means the applicable base scope of Work and Options described in Exhibit I and Table 1-1 of the ITP.

For definitions of other initially capitalized terms, see the Development Agreement Documents and CMA Documents.

Exhibit B

TECHNICAL PROPOSAL INSTRUCTIONS

1.0 General Instructions

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

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

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

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

2.0 Format

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

3.0 Contents of the Technical Proposal

The Technical Proposal shall consist of the following major elements:

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

3.1 Executive Summary

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

- (1) An explanation of the organization and contents of the Proposal.
- (2) A summary of any changes to Proposer's QS.
- (3) A summary of any changes in Proposer's organization, Equity Members, other Major Participants and Key Personnel since submission of the QS.
- (4) A summary of the proposed management, decision making, and day-to-day operation structure of Proposer, and a statement that each Major Participant has committed to provide the specified people;
- (5) A summary of the Project Development Plan including:

- (a) A summary of the Technical Solutions,
 - (b) A summary of the Preliminary Project Management Plan, and
 - (c) A summary of the Quality Management Plan
- (6) A summary of the Proposer's approach to satisfying the DBE requirements;

3.2 Proposer Information, Certifications and Documents

3.2.1 Technical and Financial Proposal Letter

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

3.2.2 Information About Proposer, Major Participants and Other Subcontractors

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

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

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

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

3.2.3 Responsible Proposer and Major Participant Questionnaire

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

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

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

3.2.5 Key Personnel

3.2.5.1 Designation of Key Personnel Prior to Proposal Due Date

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

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

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

The Proposal shall identify the pre-approved Key Personnel and shall include Form E identifying personnel work assignments, as well as a statement signed by Proposer and the employer of each designated Key Personnel position, committing to maintain such individual's availability for and active involvement in the Project. The Proposal also shall include copies of the resumes and contact information described in Section 3.2.5.1 and Section 3.2.5.2 for each designated Key Personnel position. Refer to the Development Agreement Documents and CMA Documents, as applicable, for information regarding time commitment requirements for Key Personnel and TxDOT's rights if it determines that any such personnel are not devoting sufficient time to the prosecution and performance of the work required for the Project. Proposer may not make any changes in its Key Personnel after receipt of TxDOT approval as specified in this Section 3.2.5.1, except as provided in the Development Agreement Documents and CMA Documents, as applicable.

3.2.5.2 General Responsibilities of Key Personnel

- (1) Project Manager. See definition of “Project Manager” in Exhibit 1 to the Development Agreement for a description of the Project Manager’s general responsibilities.
- (2) Superintendent. See definition of “Superintendent” in Exhibit 1 to the Development Agreement for a description of the Superintendent’s general responsibilities.
- (3) Lead Quality Manager. See definition of “Lead Quality Manager” in Exhibit 1 to the Development Agreement for a description of the Lead Quality Manager’s general responsibilities.
- (4) Environmental Compliance Manager. See definition of “Environmental Compliance Manager” in Exhibit 1 to the Development Agreement for a description of the Environmental Compliance Manager’s general responsibilities.
- (5) Design Manager. See definition of “Design Manager” in Exhibit 1 to the Development Agreement for a description of the Design Manager’s general responsibilities.
- (6) Lead Roadway Design Engineer. See definition of “Lead Roadway Design Engineer” in Exhibit 1 to the Development Agreement for a description of the Lead Roadway Design Engineer’s general responsibilities.
- (7) Lead Bridge Design Engineer. See definition of “Lead Bridge Design Engineer” in Exhibit 1 to the Development Agreement for a description of the Lead Bridge Design Engineer’s general responsibilities.
- (8) Design Quality Manager/Professional Services Quality Control Manager. See definition of “Professional Services Quality Control Manager” in Exhibit 1 to the Development Agreement for a description of the Design Quality Manager’s general responsibilities. Note that the Design Quality Manager is referred to as the Professional Services Quality Control Manager in the Development Agreement Documents.
- (9) Maintenance Manager. See definitions of “Maintenance Manager” in Exhibit 1 to the Development Agreement and Exhibit 1 to the Capital Maintenance Agreement for descriptions of the Maintenance Manager’s general responsibilities under each agreement .
- (10) Maintenance QC Manager. See definitions of “Maintenance QC Manager” in Exhibit 1 to the Development Agreement and Exhibit 1 to the Capital Maintenance Agreement for descriptions of the Maintenance QC Manager’s general responsibilities under each agreement. The Maintenance QC Manager shall have at least 10 years of recent experience developing, implementing, and overseeing maintenance quality programs.
- (11) Public Information Coordinator. See definition of “Public Information Coordinator” in Exhibit 1 to the Development Agreement for a description of the Public Information Coordinator’s general responsibilities. The Public Information Coordinator shall have a minimum of four years of relevant experience on projects of similar type and scope, and the ability to competently perform the responsibilities outlined in the Technical Provisions.

- (12) Right of Way Acquisition Manager. See definition of “Right of Way Acquisition Manager” in Exhibit 1 to the Development Agreement for a description of the Right of Way Acquisition Manager’s general responsibilities. The Right of Way Acquisition Manager shall have at least five years of experience managing the acquisition of ROW for transportation projects for a condemning authority, be licensed as a real estate salesman or broker pursuant to the Texas Real Estate License Act or rules established by the Texas Real Estate Commission, be familiar with appraisal and appraisal report review pursuant to the Uniform Standards of Professional Appraisal Practice (USPAP), and be familiar with the Uniform Act and applicable Laws of the State of Texas.
- (13) Utility Manager. See definition of “Utility Manager” for a description of the Utility Manager’s general responsibilities. The Utility Manager shall have a bachelor’s degree, and have at least four years of relevant experience in coordinating and solving complex utility adjustments on highway improvement projects.

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

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

3.2.7 Certification Regarding Buy America

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

3.2.8 DBE Requirements

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

3.2.9 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 U committing to provide a guaranty in the form of Exhibit 13 of the Development Agreement and a guaranty in the form of Exhibit 9 of the CMA, concurrently with execution and delivery of the Development Agreement Documents and CMA Documents by Proposer, (b) evidence of authorization of the signatory to that letter, (c) Form B-1 for the guarantor, (d) financial information described in Section 2.0 of Exhibit C-1; and (e) such other information concerning the

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

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

3.2.13 Surety Information

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

- (1) Name of bonding company (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company) and the name and address of the agent.
- (2) Whether or not the listed bonding company defaulted on any obligation within the past ten years, and the details in the event of such default.

3.2.14 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.

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 Development Agreement.

3.2.16 Substantial Completion Deadline

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

3.2.17 Payment for Work Product Agreement

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

3.3 Work Package Identification

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

4.0 Project Development Plan

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

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

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

4.1 Technical Solutions

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

- (1) Specifically, for all ATCs (and without providing any corresponding dollar amounts), the design and construction plans shall:
 - (a) Specifically state whether any approved ATCs are included in the Proposal, with reference to the ATC identification number assigned by TxDOT; and
 - (b) Describe how the ATC is used and provide cross-references to other elements of the Proposal that are affected by the ATC.
- (2) For perceived added value components of the Proposal (and without providing any corresponding dollar amounts), the design and construction plans shall:
 - (a) Specifically identify characteristics of the Proposal which Proposer considers to improve upon the Project's technical requirements, as set forth in the Development Agreement Documents and the CMA Documents, and which bring additional benefits and/or value to TxDOT and the public; ~~and~~
 - ~~(b) Provide a dollar estimate of the value of such benefits.~~ In addition, Proposer shall provide, in an appendix to the Technical Proposal, copies of ATC approval letters issued by TxDOT for each ATC (if any) incorporated into the Proposal. The copies of the letters shall be organized by ATC number and separated into two groups: (1) ATC approval letters for ATCs relating to the base scope of Work; and (2) ATC approval letters for ATCs relating to the Options. Pricing information provided in the ATC approval letters, including Available Public Funds Amount Adjustments (if any) shall be redacted. The ATC approval letters will not be counted toward the page limit for the Technical Proposal set forth in Section 2.0 to this Exhibit B.

4.1.1 Design and Construction Plan – Bridges and Surface Structures

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

4.1.1.1 Project Understanding

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

- (1) Reduce maintenance costs;
- (2) Minimize negative impacts to existing facilities;
- (3) Maximize the Ultimate Project; and
- (4) Minimize future costs of improvements.

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

4.1.1.2 Concept Plans

Include concept plans as follows:

- (1) New Bridge Concept Plans - Concept plans for new bridges indicating proposed modifications to any bridge plans included in the RFP with sufficient detail to indicate bridge type, foundation type, width, controlling clearances, and span arrangement. Calculated vertical clearances shall be shown in all profile views. Lane configurations and clear zones of crossing roadways and railroads shall be clearly indicated as applicable.
- (2) Existing Bridge Concept Plans – Concept plans and associated methodology for modifying existing bridges indicating proposed modifications with sufficient detail to indicate bridge type, foundation type, width, controlling clearances, and span arrangement. Calculated vertical clearances shall be shown in all profile views. Lane configurations and clear zones of crossing roadways and railroads shall be clearly indicated as applicable.
- (3) Surface Structure Concept Plans - Concept plans for surface structures (i.e., retaining and noise walls) indicating wall types (including a typical section for each type), proposed locations and limits.

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

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

4.1.2 Design and Construction Plan – Roadways

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

4.1.2.1 Project Understanding

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

- (1) Minimize Right of Way impacts;
- (2) Reduce temporary improvements; and

- (3) Minimize future costs of improvements.

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

4.1.2.2 Conceptual Roadway Plans

Include conceptual roadway plans consisting of the following:

- (1) Preliminary plan and profile schematic sheets for mainlanes, frontage roads, interchanges and crossing roadways for the Conceptual Plan.
- (2) Schematic sheets shall include typical sections and general project roadway information such as right of way and project limits, design speeds and functional classification(s).
- (3) Proposed refinements in the horizontal and vertical geometric configuration of the Conceptual Plan.
- (4) Roadway and interchange geometry to accommodate the Ultimate [Configuration Project](#).
- (5) A description of all existing roadways and structures to be closed, demolished, left as is, or incorporated into the Project.
- (6) A description of the methodology to be used for life cycle cost analysis for the Project over the duration of the Development Agreement and CMA, including the capital maintenance period.

4.2 Traffic Management During Construction

4.2.1 Project Understanding

4.2.1.1 Traffic Control/Traffic Management Plan

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

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

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

4.2.1.2 Public Information and Communications

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

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

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

4.2.2 Plans

4.2.2.1 Traffic Control/Traffic Management Plan

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

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

- (2) A description of the intended laydown, recycling, staging, disposal and maintenance locations (with approximate areas) to be used during construction.
- (3) A description of how the right of way and adjacent roads and properties will be maintained and protected, including the intended measures to be used to mitigate and minimize noise, vibration, light, dust, erosion/run-off and local road damage.
- (4) A description of how Proposer will coordinate its construction work with other projects that are expected to be under construction during the work.

4.2.2.2 Public Involvement Plan

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

- (1) Proposer's approach to positively implement and manage community relations and liaison with Stakeholders during the design, construction and maintenance stages of the Project, including consideration of all outreach activities, impacts on commuter travel and the adjacent community, and other specific aspects, such as air quality, noise impacts, fugitive light, construction traffic, Project marketing and advertising. Proposer shall describe its approach to public information activities, including identification of personnel for such effort and how Proposer will manage interaction with TxDOT, elected officials, public agencies, the communities, and other Stakeholders. Proposer shall address all elements of the proposed public information and communications plan as required in Technical Provisions.
- (2) Proposer's preliminary public information and communications plan, which shall specifically address the following:
 - (a) Qualifications and experience of proposed key staff members who will be engaged for purposes of community outreach.
 - (b) Adjustments to construction and maintenance activities in response to community and Stakeholder concerns.
 - (c) Proposed communications strategies, such as, a newsletter, websites, and hotlines.
 - (d) The proposed methodology for capturing and resolving complaints, concerns or questions from the public.
 - (e) The proposed methodology for dealing with the news media.

4.3 Schedule

4.3.1 Key Schedule Dates

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

- (1) South Segment Improvements - IH 35E Managed Lanes Project from IH 635 to just north of SH 121 (Station 908+58)
- (2) Lake Lewisville Bridge Improvements - IH 35E Managed Lanes Project from Valley Ridge Boulevard to Turbeville Road
- (3) IH 35E Managed Lanes Project (remaining Elements)

4.3.2 Preliminary Project Baseline Schedule

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

- (1) Narrative which describes the proposed execution of the work for the term of the Development Agreement.
- (2) A description of the approach used for preparing, controlling and updating the Preliminary Project Baseline Schedule, for calculating progress performance on a monthly basis, and preparing Payment Requests on a monthly basis;
- (3) A description of all major work activities or milestones to the WBS Level set forth in Table 2-2 of Section 2 of the Technical Provisions and as set forth for the respective WBS Level in Attachment 2-2 to the Technical Provisions, provided, however, that no information regarding ~~the utility~~ cost loading required by the cited sections shall be included in the Technical Proposal.
- (4) A description of the approach used for preparing and updating the Schedule of Values;
- (5) A description of the approach to integrate subcontract activities into the Proposer's scheduling and reporting system;
- (6) A description of the approach to managing resources and activities, both its own and subcontractors, and if necessary to recover schedule slippage;
- (7) The Preliminary Project Baseline Schedule shall show achievement of Substantial Completion of the Project by no later than:
 - 1,460 days from NTP1 for Work Package 1;
 - 1,460 days from NTP1 for Work Package 2;
 - 1,460 days from NTP1 for Work Package 3; and
 - 1,278 days from NTP1 for Work Package 4.

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

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

4.4 Quality Program

4.4.1 Project Management

4.4.1.1 Project Understanding

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

- (1) Integrates specialty subcontractors and subconsultants
- (2) Integrates partnering techniques throughout all levels of the organization
- (3) Empowers of all levels of the organization to make decisions in coordination with the TxDOT counterparts and, if need be, a system to elevate issues to ensure rapid decisions
- (4) A disciplined strategy for design, design quality and design review, safety, risk management and securing third-party approvals

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

4.4.1.2 Preliminary Project Management Plan

The Preliminary Project Management Plan shall set out Proposer's management approach to design, construction, traffic management, maintenance, handback upon completion of the CMA, documentation, testing and auditing/reporting for the Project,

risk, community outreach and organizational structure. The minimum information to be provided within the Preliminary Project Management Plan is detailed in this Section 4.4.1.2 as follows.

- (1) General Project Management. The Preliminary Project Management Plan shall describe Proposer's overall Project management plan and approach to the Work (including design, construction, and maintenance), including at least the following:
 - (a) A description of the methods to be used to assure necessary communication and documentation within Proposer's team, including communication among the sub-organizations and management personnel.
 - (b) A description of how Proposer intends to: (i) control and coordinate the various Subcontractors; (ii) interface with TxDOT, its consultants and relevant federal, State and local agencies; (iii) interface with applicable railroads and Utility Owners.
 - (c) A description of Proposer's plan to manage permitting and third-party coordination and approvals.
 - (d) Identify all Key Personnel Approved by TxDOT as of the Proposal Due Date.
 - (e) An organization chart outlining the basic structure of Proposer's Project organization identifying Key Personnel (including the design, construction and maintenance sub-organizations) and a description of the roles, responsibilities, contractual arrangements and work to be accomplished by each member of the management team and each sub-organization, including identified Subcontractors and Suppliers (at all tiers).
 - (f) Information describing how each of the Key Personnel will fit into the organization, including a description of each key person's function and responsibility relative to the Project, and indicating the percent of time that the person will devote to the Project.
- (2) Risk Management. The Preliminary Project Management Plan shall describe the approach to identification, management, mitigation, and allocation of Project-specific risks, including a risk matrix which shall identify the following at a minimum:
 - (a) Significant risk categories during the design, construction and maintenance of the Project.
 - (b) The potential consequences of the identified risks.
 - (c) The probability/likelihood of risks.
 - (d) Proposed procedures and tools to conduct a risk sensitivity analysis.
 - (e) Risk-mitigation strategies to eliminate or reduce specific risks.
- (3) Schedule and Cost Control Management. The Preliminary Project Management Plan shall provide a description of Proposer's plan and management approach for schedule and cost control on the Project, including at least the following:
 - (a) Describe Proposer's document, cost control and schedule management system to be used to control and coordinate the cost and schedule of the work during the term of the Development

- Agreement and the CMA, including during design, construction, and maintenance.
- (b) Describe the proposed Project schedule methodology and cost control approach and include at least the following:
 - (i) A description of the system used for preparing and updating the Project schedule.
 - (ii) A description of the system used for preparing and updating the schedule of values.
 - (iii) A description of the proposed plan to integrate Subcontractor activities into Proposer's scheduling and reporting system.
 - (iv) A description of the proposed approach for calculating progress performance on a monthly basis and preparing payment requests.
 - (v) A description of how Proposer will approach re-scheduling of its work to achieve schedule recovery objectives and how these objectives will be enforced with its work force and Subcontractors.
 - (vi) The number of full-time equivalent personnel who will perform scheduling, reporting, invoicing and other project controls functions for the Project.
 - (4) Design Management. The Preliminary Project Management Plan shall provide a description of Proposer's plan and management approach for performing design on the Project, including at least the following:
 - (a) A description of how Proposer intends to manage the development and coordination of design, including issues such as design of connecting projects, right of way, survey, environmental permitting, utilities, community relations and safety issues.
 - (b) A description of the proposed approach for delivering the design for the Project, including where the designers will be located, how designs are to be developed by different firms, how offices will be integrated and work coordinated to ensure consistency and quality.
 - (c) A description of how the design personnel will interface with the construction and maintenance personnel to achieve a quality constructed Project that minimizes long-term maintenance.
 - (5) Mentoring and Job Training. The Preliminary Project Management Plan shall provide a description of Proposer's plan and management approach for mentoring and job training on the Project, including at least the following:
 - (a) A description of Proposer's concept to utilize and train DBEs, including:
 - (i) A description of standard subcontracting methods to effectively manage subcontractor performance as it relate to the Technical Provisions.
 - (ii) An outline of areas of work where DBEs may be utilized.
 - (iii) A description of the training program to be utilized to educate and train employees in various job functions as well as training for environmental and site specific issues.

- (b) A description of Proposer’s plan to mentor DBEs and other small businesses, including:
 - (i) Eligibility criteria for participation in the program.
 - (ii) Program goals for mentoring on public private partnerships, design, construction and maintenance.
 - (iii) A mentoring program for educational workshops, including the following:
 - A description of targeted technical disciplines;
 - Identification of specific audiences;
 - Development of a short term plan;
 - Development of a long term plan;
 - Identification of workshop administrative procedures; and
 - Identification of frequency of the workshops;
 - (iv) Educational workshops for bonding and insurance requirements.
 - (v) Procedures and methodologies for dividing work into economically feasible units to encourage small business participation.
- (c) Criteria for evaluating the effectiveness of the small business program.
- (d) A description of Proposer’s individual job training plan to assist with developing women, Blacks, Hispanics and others (including, American Indian, Alaskan, Native, Asian or Pacific Islander) in the “critical crafts” designated annually by TxDOT. The plan shall include training goals for on-Site and off-Site, the cost of training, and a schedule for training. The schedule for training shall include job classifications, number of trainees per classification and the anticipated start times in each classification.

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

4.4.2 Quality Management Plan

4.4.2.1 Project Understanding

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

- (1) Complies with ISO standards for quality systems, quality plans and quality audits
- (2) Integrates TxDOT into the quality management system
- (3) Enables TxDOT to monitor, audit and measure Developer’s performance in the management of design, construction and capital maintenance.

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

4.4.2.2 Proposal Stage Quality Management Plan

Include a Proposal Stage Quality Management Plan describing Proposer’s plan and approach to quality management during all stages of the Project through mobilization, the design and construction of the Project. The Proposal Stage Quality Management Plan shall outline the systems that will be employed to ensure that the work is executed

with minimal requirement for corrective work. The Proposal Stage Quality Management Plan shall detail the systems employed to detect noncompliance, correct the consequences of noncompliance and to prevent the reoccurrence of repeat noncompliance. The Proposal Stage Quality Management Plan shall include at least the following:

- (1) A description of the proposed design, construction and maintenance quality program organization, including the name and resume of Key Personnel responsible for quality management.
- (2) An organization chart showing the quality management structure, along with a staffing plan by position title.
- (3) A description of Proposer's quality management plan, including:
 - (a) How the quality management staff will be functionally independent so that such individuals will have the authority to effect changes in the event of Developer's failure to comply with the Development Agreement Documents and CMA Documents.
 - (b) A description of both the formal and the informal process for design submittals, design reviews, design deficiency corrections and change tracking.
 - (c) Quality assurance and quality control procedures for design, construction and maintenance.
 - (d) A description of the approach to acceptance testing and inspection.
 - (e) Proposed quality management documentation procedures.
 - (f) The approach to implement TxDOT oversight procedures.
 - (g) Interfacing with third parties and other Stakeholders.
 - (h) The approach to documenting and curing construction deficiencies and noncompliance issues and ensuring that repeat mistakes are avoided.

4.5 Capital Maintenance

4.5.1 Project Understanding

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

- (1) Ensures compliance with all technical provisions;
- (2) Provides safe and efficient responses to capital maintenance needs of the Project, the adjacent communities and the traveling public;
- (3) Provides effective interfacing, communication and coordination with separate contractors, Stakeholders and other third parties; and
- (4) Provides efficient transition of capital maintenance activities and asset handover from Maintenance Contractor to TxDOT upon completion of capital maintenance obligations.

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

4.5.2 Proposal Stage Capital Maintenance Plan

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

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

- (2) The plan and approach to annual capital maintenance and capital maintenance reporting, and how they will be used to manage the Project.
- (3) The plan and approach for transfer of capital maintenance responsibility for the Project to TxDOT at the expiration or termination of the CMA, including a preliminary list of specialized maintenance equipment that will be turned over to TxDOT.
- (4) Management tools (such as communications, computers, software and equipment).
- (5) The approach to traffic control and operations during capital maintenance activities, including lane closures and other traffic restrictions.
- (6) Inspection and testing of Project items (including pavements, shoulders, bridges, sound and retaining walls, drainage facilities, embankments and cut slopes) and the identification and classification of defects and inspection failures.
- (7) Record and document control plan for as built, inspection, capital maintenance and associated activities.
- (8) How defects or faults in any aspect of the Project's infrastructure shall be classified and rectified within appropriate time limits.
- (9) The proposed program for the planning, implementation and completion of future capital maintenance repairs, and capital asset replacement activities during the term of the CMA. The information shall describe the approach to programming of works and costing and ensuring that maintenance transition requirements from construction to maintenance of the capital assets will be met.
- (10) The plans, policies and procedures for ensuring the health and safety of personnel involved in the Project and the general public affected by the Project for the term of the CMA.
- (11) Description of how the Proposer will manage and control traffic during the maintenance period. A description of how the Proposer will manage and control traffic with simultaneous maintenance activities and other ongoing construction projects during the term of the Capital Maintenance Agreement.
- (12) The approach to interfacing and coordinating with TxDOT, contractors, consultants, other Governmental Entities and Stakeholders, operators of the main lane facilities and adjacent sections of roads and adjacent landowners.

Exhibit C-1
FINANCIAL PROPOSAL INSTRUCTIONS

1.0 General Instructions

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

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

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

1.1 Format of Financial Proposal

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

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

1.2 Contents of Financial Proposal

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

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

2.0 Financial Capacity Information

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

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

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

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

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

- (d) Statement of Changes in Cash Flow
 - (e) Footnotes.
- (2) Financial statements must meet the following requirements:
- (a) **GAAP** – Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (“U.S. GAAP”). If financial statements are prepared in accordance with principles other than U.S. GAAP, a letter from the certified public accountant of the applicable entity, discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP.
 - (b) **U.S. Dollars** - Financial statements must be provided in U.S. dollars. If financial statements are not available in U.S. dollars, Proposer must include summaries of the Income Statements, Statement of Cash Flows, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.
 - (c) **Audited** – Fiscal year end financial statements must be audited by an independent party qualified to render audit opinions (e.g. certified public accountant). If audited financials are not available for an Equity Members and any required guarantors, the Financial Proposal shall include unaudited financial statements for such member, certified as true, correct and accurate by the chief financial officer or treasurer of the entity.
 - (d) **English** – Financial statement information must be prepared in English. If audited financial statements are prepared in a language other English, translations of all Financial statement information must be accompanied with the original financial statement information.
- (3) Other information and requirements:
- (a) **Newly Formed Entity** – If Proposer is a newly formed entity and does not have independent financial statements, financial statements for the Equity Members and any required guarantors shall be provided (and Proposer shall expressly state that Proposer is a newly formed entity and does not have independent financial statements).
 - (b) **Guarantor Letter of Support** – One or more guaranties regarding Maintenance Contractor’s obligations under the CMA and one or more guaranties regarding Developer’s obligations under the Development Agreement may be required by ITP [Exhibit B, Section 3.2.13, 3.2.12](#). The letter from the guarantor must confirm unequivocally that it will guarantee all the obligations of Developer and/or Maintenance Contractor with respect to the CMA or Development Agreement or both, as appropriate. Proposers are advised that TxDOT may, in its discretion based upon the review of the information provided, specify that an acceptable guarantor is required as a condition to eligibility for award.
 - (c) **SEC Filings** – If the team or any other entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10-K. For all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed 10-K.
 - (d) **Credit Ratings** – Appropriate credit ratings must be supplied for each Proposer and Equity Member, and guarantor to the extent such entities have credit ratings. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity.
 - (e) **Material Changes in Financial Condition** – A letter from the chief financial officer or treasurer, providing information on any material changes in financial condition since submission of the QS and those that are pending. Additionally,

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

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

List of Representative Material Changes

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

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

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

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

Exhibit C-2
PRICE PROPOSAL INSTRUCTIONS

1.0 General Instructions

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

All parts of the Proposal that indicate Price information are to be included in the Price Proposal. Proposer shall submit the information required by this Exhibit C-2 in the 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-2 and N-~~2.11, 2.1~~, shall be stated as nominal dollars. The U.S. Dollar amounts in Forms N-~~1, N-1.1, 1~~ N-2 and N-2.1 shall be stated as 2012 dollars as of the Price Proposal Due Date.

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

1.2 Contents of Price Proposal

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

The Price Proposal shall consist of the following major elements:

- (a) Proposer Information, Certifications and Documents (including Form A-2, F and R);
- (b) Price information (including Forms M-1, M-1.1, M-1.2, M-2.1, M-2.2, M-2.3, M-2.4, M-3, M-~~3.1, 3.1(a) or M-3.1(b) (as applicable)~~, M-3.2, N-1, N-~~1.1~~, N-2, and N-2.1);
- (c) Proposal Security (including Form K); and
- (d) Development Price Verification (Form T-2).

2.0 Proposer Information, Certifications and Documents

2.1 Price Proposal Letter

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

2.2 Non-Collusion Affidavit

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

2.3 Certification Regarding Use of Contract Funds For Lobbying

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

2.4 Surety Letter

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

3.0 Price Information

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

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

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

3.2 Maintenance Price

Proposer shall submit a Maintenance Price using Form N-1 setting forth the annual lump sum price, in year 2012 dollars, for maintenance services for the years 1 through 5, 6 through 10, and 11 through 15 of the CMA, as well as a breakdown of such price into the categories included on Form N-1.1.1. The services required for each of the major categories are more particularly described in the CMA, including the Maintenance Specifications (see Attachment 2 to the Maintenance Specifications for section references). The CMA provides for the adjustment procedures and index for annual adjustments in the price for maintenance services.

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

3.3 Option Price

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

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

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

3.4 Maintenance Option Price

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

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

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

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

3.5 ~~Utility~~ Preliminary Project Baseline Schedule Including Cost Loading Information

~~Provide the utility~~ Proposer shall resubmit the Preliminary Project Baseline Schedule required under ITP Exhibit B, Section 4.3.2 and include the cost loading information associated with the major work activities or milestones to ~~WBS Level V for the design and construction period and WBS Level IV for the maintenance period,~~ the WBS Level set forth in Table 2-2 of Section 2 of the Technical Provisions and as set forth for the respective WBS Level in Attachment 2-2 to the Technical Provisions.

3.6 ATC Approval Letters

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

[relating to the base scope of Work; and \(2\) ATC approval letters for ATCs relating to the Options.](#)

4.0 Proposal Security

The Proposal shall include a proposal bond as specified below.

4.1 Forfeiture of Security

Forfeiture of Proposal Security in accordance with Section 4.7 of the ITP will constitute liquidated damages. By submitting its Proposal, Proposer agrees and acknowledges that such liquidated damages are reasonable in order to compensate TxDOT for damages it will incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of TxDOT's transportation improvement program, including the CDA program, with policy makers and with the general public, delays to the Project and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead and other administrative costs). By submitting its Proposal, Proposer further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages that TxDOT would incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal, and do not constitute a penalty. By submitting its Proposal, Proposer agrees to such liquidated damages in order to fix and limit Proposer's costs and to avoid later Disputes over what amounts of damages are properly chargeable to Proposer.

4.2 Form of Proposal Bond

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

5.0 Development Price Verification

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

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Exhibit D

REQUIRED FORMS

(see attached)

Exhibit E

SUMMARY AND ORDER OF PROPOSAL CONTENTS

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

Proposal Component	Form (if any)	ITP Section Cross-Reference
16. Equal Employment Opportunity Certification	<u>Form P</u>	<u>Exhibit B, Section 3.2.11</u>
17. Surety Information	No forms are provided.	<u>Exhibit B, Section 3.2.13</u>
18. Certification Regarding Ineligible Contractors	<u>Form S</u>	<u>Exhibit B, Section 3.2.14</u>
19. Key Subcontractors	<u>Form Q</u>	<u>Exhibit B, Section 3.2.15</u>
20. Substantial Completion Deadline	<u>Form O</u>	<u>Exhibit B, Section 3.2.16</u>
21. Payment for Work Product Agreement (Optional)	<u>Exhibit H</u>	<u>Exhibit B, Section 3.2.17</u>
C. Project Development Plan		
1. Technical Solutions	No forms are provided	<u>Exhibit B, Section 4.1</u>
a. Design and Construction Plan – Bridges and Surface Structures	No forms are provided	<u>Exhibit B, Section 4.1.1</u>
b. Design and Construction Plan – Roadways	No forms are provided	<u>Exhibit B, Section 4.1.2</u>
2. Traffic Management During Construction	No forms are provided	<u>Exhibit B, Section 4.2</u>
a. Traffic Control / Traffic Management	No forms are provided	<u>Exhibit B, Section 4.2.1.1</u>
b. Public Information and Communications	No forms are provided	<u>Exhibit B, Section 4.2.1.2</u>
c. Traffic Control/Traffic Management Plan	No forms are provided	<u>Exhibit B, Section 4.2.2.1</u>
d. Public Involvement Plan	No forms are provided	<u>Exhibit B, Section 4.2.2.2</u>
3. Schedule	No forms are provided	<u>Exhibit B, Section 4.3</u>
a. Key Schedule Dates	No forms are provided	<u>Exhibit B, Section 4.3.1</u>
4. Quality Program	No forms are provided	<u>Exhibit B, Section 4.4</u>
a. Project Management	No forms are provided	<u>Exhibit B, Section 4.4.1</u>
b. Quality Management Plan	No forms are provided	<u>Exhibit B, Section 4.4.2</u>
5. Capital Maintenance	No forms are provided	<u>Exhibit B, Section 4.5</u>
a. Project Understanding	No forms are provided	<u>Exhibit B, Section 4.5.1</u>
b. Proposal Stage Capital Maintenance Plan	No forms are provided	<u>Exhibit B, Section 4.5.2</u>
D. Appendices		
1. Key Personnel Resumes and References	No forms are provided	<u>Exhibit B, Section 3.2.5.1</u>

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

Proposal Component	Form (if any)	ITP Section Cross-Reference
1. Price Proposal Letter	<u>Form A-2</u>	<u>Exhibit C-2, Section 2.1</u>
2. Non-Collusion Affidavit	<u>Form F</u>	<u>Exhibit C-2, Section 2.2</u>
3. Certification Regarding Use of Contract Funds for Lobbying	<u>Form R</u>	<u>Exhibit C-2, Section 2.3</u>
4. Surety Letter	No forms are provided	<u>Exhibit C-2, Section 2.4</u>
B. Price Information		
1. Development Price	<u>Form M-1</u>	<u>Exhibit C-2, Section 3.1</u>
2. Development Price Breakdown	<u>Form M-1.1</u>	<u>Exhibit C-2, Section 3.1</u>
3. ATC Adjustments	<u>Form M-1.2</u>	<u>Exhibit C-2, Section 3.1</u>
4. Cash Flow Adjustment Tables / Maximum Payment Curve (Work Package 1)	<u>Form M-2.1</u>	<u>Exhibit C-2, Section 3.1</u>
5. Cash Flow Adjustment Tables / Maximum Payment Curve (Work Package 2)	<u>Form M-2.2</u>	<u>Exhibit C-2, Section 3.1</u>
6. Cash Flow Adjustment Tables / Maximum Payment Curve (Work Package 3)	<u>Form M-2.3</u>	<u>Exhibit C-2, Section 3.1</u>
7. Cash Flow Adjustment Tables / Maximum Payment Curve (Work Package 4)	<u>Form M-2.4</u>	<u>Exhibit C-2, Section 3.1</u>
8. Options Price	<u>Form M-3</u>	<u>Exhibit C-2, Section 3.3</u>
9. Developer Draws / Cash Flow Tables (Options Price for Work Packages 2 or 3)	<u>Form M-3.1(a)</u>	<u>Exhibit C-2, Section 3.3</u>
10. Developer Draws / Cash Flow Tables (Options Price for Work Package 4)	<u>Form M-3.1(b)</u>	<u>Exhibit C-2, Section 3.3</u>
11. ATCs Adjustments/Options	<u>Form M-3.2</u>	<u>Exhibit C-2, Section 3.3</u>
12. Maintenance Price	<u>Form N-1</u>	<u>Exhibit C-2, Section 3.2</u>
13. Maintenance <u>Option Price-Breakdown</u>	<u>Form N-1.12</u>	<u>Exhibit C-2, Section 3.2.3.4</u>
14. Maintenance Option Price	<u>Form N-2</u>	<u>Exhibit C-2, Section 3.4</u>
15. 14. Maintenance Option Price Breakdown	<u>Form N-2.1</u>	<u>Exhibit C-2, Section 3.4</u>
16. Utility 15. <u>Preliminary Project Baseline Schedule Including Cost Loading Information</u>	No forms are provided	<u>Exhibit C-2, Section 3.5</u> <u>Exhibit B, Section 4.3.2</u>

Proposal Component	Form (if any)	ITP Section Cross-Reference
16. ATC Approval Letters (without pricing information redacted)	ATC approval letters issued by TxDOT	Exhibit C-2, Section 3.6
C. Proposal Security		
1. Proposal Bond	Form K	Exhibit C-2, Section 4.2
D. Development Price Verification		
1. Development price Verification (Place in a separate sealed envelope inside container with original Price Proposal)	Form T-2	Exhibit C-2, Section 5.0

Exhibit F

RIGHT OF ENTRY PROCESS

Exhibit F-1

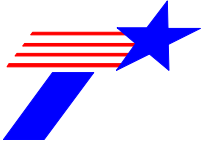
RIGHT OF ENTRY PROCESS FOR NON-STATE-OWNED PROPERTY

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

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

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

Appendix A to Exhibit F-1



IH 35E Managed Lanes Project Right of Entry

Parcel No. _____ ROW CSJ No. _____
Segment _____

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

- The Owners reserve all rights, title, and interest in and to the property, and this Right of Entry shall in no way prejudice Owner's right to contest the acquisition of the property or to receive full and just compensation as allowed by law for any interest in and to the property that may be needed by the State of Texas, and damages, if any, to the remainder of the Owner's interest to and in the property.
- This Right of Entry shall not prejudice Owner's rights to any relocation benefits for which the Owner would be eligible.
- The Owner, or authorized representative, grants TxDOT, its contractors, consultants, agents, and all others necessary to perform work required, at its own risk and expense, the right of ingress and egress over and across the property for the purpose of accessing the proposed Right of Way.
- TxDOT and all others sharing in the Right of Entry granted hereunder will attempt to utilize only non-destructive testing methods but, if necessary, will restore the property to prior condition for any damage or make reimbursement to the owner for any damage to the property.
- The Right of Entry shall be effective the date this document is executed and shall remain in effect until the sooner of (1) the date that this Right of Entry is revoked in writing by Owner, or (2) the date that the proposed right of way is acquired in the name of the State of Texas.
- The Owner, or authorized representative, shall have the right to accompany any or all operations being performed as a result of the use of this document.
- If there are any tenants or lessees on the property who must be contacted, the Owner, or authorized representative, agrees to contact them or to provide TxDOT, and upon request, any party sharing in this Right of Entry, the names and contact numbers so that TxDOT and others sharing in this Right of Entry may give them proper notice prior to entering the property.
- The Right of Entry, unless revoked or terminated, shall extend to and bind the parties, their heirs, executors, administrators, legal representatives, successors, and assigns, including the contractors, consultants, agents and all others TxDOT has deemed necessary to share in this Right of Entry.
- If Owner is other than an individual, the undersigned representative of the Owner warrants and represents that he or she is duly authorized and empowered to enter into and to execute this Right of Entry on behalf of the Owner.

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

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

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

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

OWNER

Telephone Number

PRINT NAME

Cell Number

Exhibit F-2

RIGHT OF ENTRY PROCESS FOR STATE-OWNED ROW

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

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

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

*** Appendix A preparation:

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

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



STATE OF TEXAS §

COUNTY OF TARRANT §

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

WITNESSETH

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

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

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

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

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

AGREEMENT

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

5. The Requestor agrees to indemnify and save harmless TxDOT and the State of Texas and its officers, agents, contractors, and employees from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property as a consequence of any neglect in the performance of the above referenced activity and any related activity by the Requestor and from any claims or amounts arising or recovered under the “Workers’ Compensation Laws”; V.T.C.S., Civil Practice & Remedies Code 101.021, 101.051; or any other laws.
6. The Requestor shall further indemnify TxDOT and the State of Texas and accept responsibility for all damages or injury to property of any character occurring during the prosecution of the activity resulting from any act, omission, neglect or misconduct on the part of the Requestor in the manner or method of executing the activity. The Requestor assumes all costs associated with the inspections, investigations and assessments.
7. TxDOT, having the legal right to occupy TxDOT highway Right of Way, will not be responsible or liable for damages to the Requestor’s property or operations. The Requestor’s attention is directed to the fact that utility installations owned by others exist in the Right of Way. The Requestor shall save harmless TxDOT and the State of Texas from any and all suits or claims resulting from damage to any utility installation due to the above referenced activity.
8. The Requestor shall restore the Right of Way to its original condition, free of any damage to the roadway and drainage structures, signs, and pavement and, to the extent practicable, restore the natural environment, including landscape

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

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

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

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

11. It is mutually agreed and understood that if the above referenced section of paved Right of Way is to be partially or totally temporarily closed, it will be closed in accordance with a "Traffic Control Plan" provided as part of the appropriate Exhibit A and subject to approval by TxDOT. The Requestor hereby agrees to immediately reopen any partially or totally closed section of Right of Way to emergency vehicles, law enforcement personnel, or others in case of emergency. The traffic control shall be provided by the Requester through cooperation with the appropriate law enforcement personnel at no cost to TxDOT. Each Traffic Control Plan shall be provided by the Requestor, at no cost to TxDOT, and approved by TxDOT, and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices, latest edition. The Requestor hereby agrees to accept full responsibility for the complete planning, design and implementation of each Traffic Control Plan. Each Traffic Control Plan shall include a traffic enforcement plan, including a letter by mail or facsimile from the law enforcement agency that will be providing the traffic control for the event or a contact name and telephone number of the responsible law enforcement agency. Law enforcement will be present at all times during a closure unless stated otherwise in the Traffic Control Plan.
12. The Requestor has provided TxDOT with Exhibit B, covering the below listed insurance limits for the duration of the activity. Exhibit B is attached hereto and made a part of this Agreement.
 - A. Worker's Compensation Insurance Amount – Statutory Endorsed with a Waiver of Subrogation in favor of TxDOT and the State of Texas.

B. Comprehensive General Liability Insurance

Amounts –

Bodily Injury \$500,000 each occurrence

Property Damage \$100,000 each occurrence

OR

Commercial General Liability Insurance

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

C. Comprehensive Automobile Liability

Amounts –

Bodily Injury \$250,000 each person

\$500,000 each occurrence

Property Damage \$100,000 each occurrence

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

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

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

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

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

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

14. Should disputes arise between the parties regarding the obligations and responsibilities established herein, TxDOT's decision shall be final and binding.
15. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
16. This Agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings and/or written or oral agreements between TxDOT and the Requestor respecting the within subject matter.

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

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

REQUESTOR NAME:

By: _____
(Signature)

Name: _____
(Typed)

(Title)

Date: _____

Address: _____

Phone: _____

THE STATE OF TEXAS

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

By: _____
District Engineer

Dallas District

Date: _____

LIST OF ATTACHED EXHIBITS

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



Exhibit A

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

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

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

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

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

The Requestor will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this Work. (Approval of traffic control plans is required by area/maintenance office.) Refer to attached location map and drawing for a more specific location and a description of the Work activity. The undersigned agrees to comply with the terms and conditions set forth in this notice.

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

Requestor Party _____

Texas Department of Transportation

By (Print) _____

Director of Strategic Project Office

Signature _____

Signature: _____

Address _____

Date

Phone _____

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



Exhibit B

TXDOT FORM 1560, CERTIFICATE OF INSURANCE

Document 2 ID	file:///C:/Desktop/iaj/Desktop/Addendum 7/Word/IH 35E ITP Ex A-C, E-I (Addendum No. 7) (Clean).doc
Description	IH 35E ITP Ex A-C, E-I (Addendum No. 7) (Clean)
Rendering set	standard

Legend:	
	<u>Insertion</u>
	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	124
Deletions	109
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	237