

FORM A-1

TEXAS DEPARTMENT OF TRANSPORTATION IH 35E MANAGED LANES PROJECT INSTRUCTIONS TO PROPOSERS TECHNICAL AND FINANCIAL PROPOSAL LETTER

PROPOSER: _____

Proposal Date: _____, 2012

Texas Department of Transportation

4777 E. Highway 80

Mesquite, Texas 75150

Attn: John Hudspeth, P.E.

The undersigned ("Proposer") submits this enclosed Technical Proposal and Financial Proposal (collectively, the "Proposal") in response to that certain Request for Proposals (the "RFP") issued by the Texas Department of Transportation ("TxDOT"), an agency of the State of Texas, dated July 13, 2012 for a contract to develop, design, construct, and, at TxDOT's sole option, provide capital maintenance for the IH 35E Managed Lanes Project (the "Project"). TxDOT currently anticipates that the contract will include a Development Agreement for right of way acquisition and the design, permitting and construction of tolled mainlanes, frontage roads and crossing streets and utility adjustments for the Project, and, potentially, a capital maintenance agreement ("CMA") for the long-term capital maintenance of the completed construction Work, as more specifically described herein and in the documents provided with the RFP (the "RFP Documents"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

In consideration for TxDOT supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertakes [jointly and severally] *[if Proposer is a joint venture or association other than a corporation, limited liability company or a partnership, leave in words "jointly and severally" and delete the brackets; otherwise delete the entire phrase]:*

a) to keep this Proposal open for acceptance initially for 180 days after the Price Proposal Due Date, and if the undersigned is notified within such 180-day period that it is the next best value Proposer, for an additional 90 days, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of TxDOT, in TxDOT's sole discretion; and

b) if this Proposal is accepted, to provide security (including bonds, insurance and guaranties) for the due performance of the Development Agreement and, if TxDOT exercises the capital maintenance option(s), the CMA, as stipulated in the Development Agreement Documents, the CMA Documents and the RFP.

If selected by TxDOT as the Best Value Proposer, Proposer agrees to do the following or to cause Developer to do the following: (a) if requested by TxDOT in its sole discretion, enter into good faith negotiations with TxDOT regarding the terms of the Development Agreement Documents and the CMA Documents, in accordance with the

requirements of the RFP; (b) enter into the Development Agreement Documents and the CMA Documents without varying or amending their terms (except if requested to by TxDOT in its sole discretion) and satisfy all other conditions to award of the Development Agreement Documents and the CMA Documents; and (c) perform its obligations as set forth in the ITP, the Development Agreement Documents and the CMA Documents, including compliance with all commitments contained in this Proposal.

The following individual(s) is/are designated as the Proposer's designated representative(s) in accordance with Section 2.2.2 of the ITP:

The following individual(s) is/are authorized to enter into negotiations with TxDOT on behalf of the Proposer and Developer in connection with this RFP, the Project, the Development Agreement and the CMA:

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

- The Technical Proposal, including Executive Summary, Proposer Information, Certifications and Documents, Project Development Plan, Appendices and Work Package Identification form; and
- The Financial Proposal, including Updated Financial Information.

Proposer acknowledges receipt of the following Addenda and sets of questions and responses:

*[List all Addenda by number and date issued. For example, "Addenda 1 issued August 9 , 2012."]
Responses issued [list dates on which TxDOT responded to Proposers' questions regarding the RFP Documents or this procurement.]*

Proposer certifies that this Proposal is submitted without reservation, qualification, assumptions or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the secure file transfer site for the Project, the Addenda and TxDOT's responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the Developer and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this Proposal; and that it has notified TxDOT of any deficiencies in or omissions from any RFP Documents or other documents provided by TxDOT and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the QS previously delivered to TxDOT (as amended and resubmitted) are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such QS, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

Proposer understands that TxDOT is not bound to accept the Proposal whose corresponding Price Proposal offers the lowest price to TxDOT or any Proposal TxDOT may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except any payment for work product that may be paid in accordance with the RFP.

Proposer consents to TxDOT's disclosure of this Proposal pursuant to Section 223.204(a), Texas Transportation Code, to any Persons in TxDOT's sole discretion after conditional award of the Development Agreement and CMA by TxDOT. Proposer acknowledges and agrees to the disclosure terms described in ITP Section 2.6. Proposer expressly waives any right to contest such disclosures under Section 223.204(a).

Proposer agrees that TxDOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this Proposal.

This Proposal shall be governed by and construed in all respects according to the laws of the State of Texas.

Proposer's business address:

(No.)	(Street)	(Floor or Suite)
(City)	(State or Province)	(ZIP or Postal Code)
(Country)		

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

1. Sample signature block for corporation or limited liability company:

[Insert the proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the proposer's name]

By: *[Insert general partner's or member's name]*

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert the proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

- A. Describe in detail the legal structure of the Proposer/Developer and Equity Members.
1. If the Proposer/Developer/Equity Member is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for Proposer/Developer/Equity Member and each corporation certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
 2. If the Proposer/Developer/Equity Member is a partnership or includes a partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual and attach a letter from each general partner stating that the respective partner agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the Proposal and under any contract arising therefrom. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
 3. If the Proposer/Developer/Equity Member is a joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual and attach a letter from each joint venturer stating that the respective joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the Proposal and under any contract arising therefrom. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
 4. If the Proposer/Developer/Equity Member is a limited liability company or includes a limited liability company as a joint venture member, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an

appropriate individual and provide a commitment letter from the financially responsible entities (i.e., all equity owners of the entity) to provide a jointly and severally liable guarantee in the form of Form U. If any entity is not yet formed, so state and indicate that this information will be provided prior to award.

Attach evidence to the Proposal and to each letter that the person signing has authority to do so.

- B. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If the Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.
- C. The Developer's partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to TxDOT, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners or members, as applicable, no joint venture member, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers should submit the applicable agreement to TxDOT and identify on a cover page where in the agreement the provision can be found. If the Developer is not yet formed, provide draft organizational documents and indicate where the provision is found.

FORM A-2

TEXAS DEPARTMENT OF TRANSPORTATION
IH 35E MANAGED LANES PROJECT
INSTRUCTIONS TO PROPOSERS
PRICE PROPOSAL LETTER

PROPOSER: _____

Price Proposal Date: _____, 2012

Texas Department of Transportation
4777 E. Highway 80
Mesquite, Texas 75150
Attn: John Hudspeth, P.E.

The undersigned ("Proposer") submits this Price Proposal (this "Proposal") in response to that certain Request for Proposals (the "RFP") issued by the Texas Department of Transportation ("TxDOT"), an agency of the State of Texas, dated July 13, 2012 for a contract to develop, design, construct, and, at TxDOT's sole option, provide capital maintenance for the IH 35E Managed Lanes Project (the "Project"). TxDOT currently anticipates that the contract will include a Development Agreement for right of way acquisition and the design, permitting and construction of tolled mainlanes, frontage roads and crossing streets and utility adjustments for the Project, and, potentially, a capital maintenance agreement ("CMA") for the long-term capital maintenance of the completed construction Work, as more specifically described herein and in the documents provided with the RFP (the "RFP Documents"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

In consideration for TxDOT supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertakes [jointly and severally] *[if Proposer is a joint venture or association other than a corporation, limited liability company or a partnership, leave in words "jointly and severally" and delete the brackets; otherwise delete the entire phrase]:*

a) to keep this Proposal open for acceptance initially for 180 days after the Price Proposal Due Date, and if the undersigned is notified within such 180-day period that it is the next best value Proposer, for an additional 90 days, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of TxDOT, in TxDOT's sole discretion; and

b) if this Proposal is accepted, to provide security (including bonds, insurance and guaranties) for the due performance of the Development Agreement and, if TxDOT exercises the capital maintenance option(s), the CMA, as stipulated in the Development Agreement Documents, the CMA Documents and the RFP.

If selected by TxDOT as the best value Proposer, Proposer agrees to do the following or to cause Developer to do the following: (a) if requested by TxDOT in its sole discretion, enter into good faith negotiations with TxDOT regarding the terms of the Development Agreement Documents and the CMA Documents, in accordance with the

requirements of the RFP; (b) enter into the Development Agreement Documents and the CMA Documents without varying or amending their terms (except if requested to by TxDOT in its sole discretion) and satisfy all other conditions to award of the Development Agreement Documents and the CMA Documents; and (c) perform its obligations as set forth in the ITP, the Development Agreement Documents and the CMA Documents, including compliance with all commitments contained in this Proposal.

The following individual(s) is/are designated as the Proposer's designated representative(s) in accordance with Section 2.2.2 of the ITP:

The following individual(s) is/are authorized to enter into negotiations with TxDOT on behalf of the Proposer and Developer in connection with this RFP, the Project, the Development Agreement and the CMA:

Proposer incorporates into this Proposal, by reference, the Technical Proposal and Financial Proposal submitted by Proposer on the Technical Proposal Due Date. In addition, enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following Price information forms:

- Form M-1 – Development Price
- Form M-1.1 – Development Price Breakdown
- Form M-1.2 – ATC Adjustment
- Form M-2.1, M-2.2, M-2.3 or M-2.4 **[Please select only the form that corresponds with Proposer's Work Package selection and delete the rest]** – Cash Flow Adjustment Tables / Maximum Payment Curve
- Form M-3 – Option Price
- Form M-3.1(a) or Form M-3.1(b) **[Please select the form that corresponds with Proposer's Work Package selection and delete the other]** – Developer Draws / Cash Flow Tables (Options Price)
- Form M-3.2 – ATC Adjustments / Options
- Form N-1 – Maintenance Price
- Form N-1.1 – Maintenance Price Breakdown
- Form N-2 – Maintenance Option Price
- Form N-2.1 – Maintenance Option Price Breakdown

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the secure file transfer site for the Project, the Addenda and TxDOT's responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the Developer and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this Proposal; and that it has notified TxDOT of any deficiencies in or omissions from any RFP Documents or other documents provided by TxDOT and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the QS previously delivered to TxDOT (as amended and resubmitted) are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such QS, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

Proposer further represents that all statements made in the Technical and Financial Proposals previously delivered by Proposer to TxDOT, including all completed forms submitted therein are true, correct and accurate as of the date hereof, except as otherwise specified in this Proposal. Proposer agrees that such information provided in the Technical and Financial Proposals, including all completed forms submitted therein, except as modified by this Proposal, are incorporated as if fully set therein.

Proposer understands that TxDOT is not bound to accept the Proposal offering the lowest price to TxDOT or any Proposal TxDOT may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except any payment for work product that may be paid in accordance with the RFP.

Proposer consents to TxDOT's disclosure of its Proposal pursuant to Section 223.204(a), Texas Transportation Code, to any Persons in TxDOT's sole discretion after conditional award of the Development Agreement and CMA by TxDOT. Proposer acknowledges and agrees to the disclosure terms described in ITP Section 2.6. Proposer expressly waives any right to contest such disclosures under Section 223.204(a).

Proposer agrees that TxDOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this Proposal.

This Proposal shall be governed by and construed in all respects according to the laws of the State of Texas.

Proposer's business address:

(No.)	(Street)	(Floor or Suite)
(City)	(State or Province)	(ZIP or Postal Code)
		(Country)

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

1. Sample signature block for corporation or limited liability company:

[Insert the proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the proposer's name]

By: *[Insert general partner's or member's name]*

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert the proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PRICE PROPOSAL LETTER:

Attach evidence to the Price Proposal that the person(s) signing has/have authority to do so. If such evidence of authority was provided with the Technical Proposal, provide evidence that such authority has not been revoked.

FORM B-1

IDENTIFICATION OF PROPOSER AND EQUITY MEMBERS

NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, fax, e-mail)	ROLE IN ORGANIZATION	Texas Contractor License and License Limit (if applicable)	Description of Work/Services To Be Performed By Entity (if applicable)

The above information is true, correct and accurate.

[Insert the Proposer's name]

By: _____

Name: _____

Title: _____

FORM B-2

INFORMATION ABOUT PROPOSER ORGANIZATION

- 1.0 Name of Proposer: _____
 Name of Developer _____
 2.0 Type of entity: Proposer: _____
 Developer: _____
 3.0 Proposer's address: _____

- Telephone Facsimile
- 4.0 How many years has the Proposer, Developer and each Equity Member been in its current line of business, and how many years has each entity been in business under its present name?

Name	No. of years in business	No. of years under present name

- 5.0 Under what other or former names have the Proposer, Developer and Equity Members operated?

Proposer: _____
 _____ : _____
 _____ : _____
 _____ : _____
 _____ : _____

- 6.0 The Proposer shall review its QS previously submitted to TxDOT and list below any Key Personnel and other key staff members and their relevant experience that have been approved by TxDOT since the submission of the QS. Except as updated by the following information, the Proposer's QS is hereby incorporated as if set forth in full and the Proposer represents and warrants to TxDOT that the information set forth in the QS, except as set forth herein, is true, complete and accurate in all respects and does not contain any misleading or incorrect information. Attach separate sheets if necessary.

7.0 List all Texas licenses held by the Proposer, Developer and any Equity Members. Attach copies of all Texas licenses. Attach a separate sheet if necessary.

8.0 The Proposal shall include the following information regarding the Surety(ies) committing to provide the bonds in accordance with Section 8 of the Development Agreement and Section 7 of the CMA:

(a) Name(s), address(es) and phone numbers of the Surety(ies) that will provide the above-referenced bonds (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(s), address(es) and phone number(s) of the designated agent(s).

(b) Whether or not each listed Surety has defaulted on any obligation within the past ten years, and, if so, a description of the circumstances and the outcome of such default.

(Title)

STATE OF _____)
)
COUNTY OF _____)

Each of the undersigned, being first duly sworn, deposes and says that _____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____, the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this ____ day of _____, 2012.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____

FORM B-3

INFORMATION ABOUT MAJOR PARTICIPANTS, MAJOR PROFESSIONAL SERVICES FIRMS AND IDENTIFIED SUBCONTRACTORS

This form will be used to provide information about any Major Participants (excluding Equity Members), Major Professional Services Firms and any other Subcontractors that have been identified as of the Technical Proposal Due Date.

Proposer Name _____

Entity Name / Contact	Address of Head Office	Telephone / Fax	Specialty / Assignment

Add additional sheet(s) as necessary.
 The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants and/or Major Professional Services Firms resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above. The Proposer agrees that it will follow applicable Development Agreement and CMA requirements with respect to Subcontractors. Proposer further declares that it has carefully examined the RFP Documents, including TxDOT’s DBE

participation goal for the Project (set forth in ITP, Section 1.8.2), and acknowledges that Proposer's efforts to obtain participation by Subcontractors could reasonably be expected to accomplish TxDOT's DBE participation goal for the Project with respect to the professional services and Construction Work performed under the Development Agreement, as well as the Maintenance Services performed under the Maintenance Agreement.

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true and correct.

Executed: _____, 2012.

(Signature)

(Name printed)

(Title)

(Proposer)

STATE OF _____)
)
COUNTY OF _____)

Each of the undersigned, being first duly sworn, deposes and says that _____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____, the Proposer identified in the foregoing questionnaire, and that the answers to the foregoing questions and all other statements therein are true and correct.

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this ____ day of _____, 2012.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

FORM C

RESPONSIBLE PROPOSER QUESTIONNAIRE

PROPOSER'S NAME: _____
NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: _____

1. Questions

The Proposer/Major Participant/team member shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Proposer/Major Participant/team member shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. For the Proposer, the term "**affiliate**" shall mean Developer, any Equity Member, or any entity which owns a substantial interest in or is owned in common with the Proposer, Developer or any Equity Member, or any such entity in which the Proposer, Developer or any Equity Member owns a substantial interest. For all other entities providing this form, the term "**affiliate**" shall mean the entity signing the form, any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.

Within the past ten years, has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

a) Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?
Yes ___ No ___
- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Texas governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Texas law.
If yes, please explain the circumstances. If no, so state.
Yes ___ No ___
- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Texas Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?
If yes, please explain the circumstances. If no, so state.
Yes ___ No ___
- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?
If yes, please explain the circumstances. If no, so state.
Yes ___ No ___
- h) Been assessed liquidated or other damages for failure to complete any contract on time?
If yes, please explain the circumstances. If no, so state.
Yes ___ No ___

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed _____, 2012.

(Signature)

(Name Printed)

(Title)

(Name of Organization)

FORM D

INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS PERFORMING INSTALLATION OR CONSTRUCTION WORK

PROPOSER'S NAME: _____

NAME OF TEAM MEMBER: _____

ROLE OF TEAM MEMBER: _____

This form shall be filled out separately and provided for each member of the Proposer's team that will perform or supervise installation or construction Work for this Project, and including information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the State of Texas) by the entity, with separate statistics relative to the State of Texas. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. The Proposer may be requested to submit additional information or explanation of data which TxDOT may require for evaluating the safety record.

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
1) Total Hours Worked (in thousands) Nationwide: Texas:					
2) Number of fatalities:* Nationwide: Texas:					
3) Number of lost workdays:* Nationwide: Texas:					
4) Number of lost workdays* cases: Nationwide: Texas:_____					
5) Number of injury/illness* cases: Nationwide: Texas:					

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
6) Number of days of* restricted work activity due to injury/illness: Nationwide: Texas:					
7) Incidence Rate** Lost Workday Cases Nationwide: Texas: Days Lost Nationwide: Texas:					
8) Worker's Compensation Experience Modifier Nationwide: Texas:					

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Texas that the information is true and accurate within the limitation of those records.

_____ Name of Company (Print)		_____ Signature	
_____ Address		_____ Title	
_____ City	_____ State and ZIP Code	_____ Telephone Number	

**FORM E
PERSONNEL WORK ASSIGNMENT FORM**

Name of Proposer: _____

Key Personnel Assignment	Name of Individual Assigned
Project Manager	
Superintendent	
Lead Quality Manager	
Environmental Compliance Manager	
Design Manager	
Lead Roadway Design Engineer	
Lead Bridge Design Engineer	
Design Quality Manager/ <u>Professional Services Quality Control Manager</u> ¹	
Maintenance Manager	
Maintenance QC Manager	
Public Information Coordinator	
ROW Acquisition Manager	
Utility Manager	

[1. "Professional Services Quality Control Manager" replaces "Design Quality Manager" listed in the RFQ.](#)

FORM F

NON-COLLUSION AFFIDAVIT

STATE OF _____)

)ss:

COUNTY OF _____)

Each of the undersigned, being first duly sworn, deposes and says that:

A. _____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____, the entity making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against TxDOT or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this ____ day of _____, 2012.

Notary Public in and for
said County and State

[Seal]
My commission expires: _____.

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the entity(ies) making the Proposal.]

FORM G

BUY AMERICA CERTIFICATION

(To be signed by authorized signatory(ies) of Developer)

The undersigned certifies on behalf of itself and all proposed Subcontractors (at all tiers) that only domestic steel and iron will be used in the Project.

- A. Proposer shall comply with the Federal Highway Administration (“FHWA”) Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the Development Price.
- B. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Contract be investigated, Proposer has the burden of proof to establish that it is in compliance.
- C. At Proposer’s request, TxDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the TxDOT.

PROPOSER	
SIGNATURE	
NAME (printed or typed)	
TITLE	
DATE	

**FORM H
DBE CERTIFICATION**

Control _____
Project _____
Highway _____
County _____

**DISADVANTAGED BUSINESS ENTERPRISES
REQUIREMENTS**

The following goal for participation by Disadvantaged Business Enterprises is established for professional services and Construction Work under the Development Agreement and for Maintenance Services performed under the CMA:

DBE

6% of Price

DBE Certification

By signing the Proposal, the Proposer certifies that (1) the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that Developer will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the Development Agreement and CMA, Developer will submit a DBE Performance Plan meeting the requirements set forth in the DBE Special Provisions attached as Exhibit 6 to the Development Agreement.

Failure to submit the DBE Performance Plan will be considered a breach of the requirements of the RFP. As a result, the Proposal Bond provided by the Proposer will become property of the Department and the Proposer and Equity Members will be precluded from participating in any reprocurement of the Development Agreement and CMA for the Project.

[DEVELOPER]

[name]

[title]

FORM I

**CHILD SUPPORT STATEMENT FOR
STATE GRANTS, LOANS AND CONTRACTS**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: _____

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601-617 and 651-669).

Date: _____, 2012

Company Name: _____

Signature

Title

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the Proposer and each Major Participant.]

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Company Name

_____, 2012
Date

FORM K
PROPOSAL BOND
(Separate Document)

**FORM K
PROPOSAL BOND**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____ *[NOTE: insert name of Proposer as the Principal and delete this bracketed text]*, as Principal and _____, as Surety or as Co-Sureties, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the Texas Department of Transportation ("TxDOT"), in the sum of \$50,000,000 (the "Bonded Sum").

WHEREAS, the Principal is herewith submitting its Proposal to design, construct and potentially maintain the IH 35E Managed Lanes Project in Dallas and Denton counties through a Development Agreement and a Capital Maintenance Agreement ("CMA"), which Proposal is incorporated herein by this reference and has been submitted pursuant to TxDOT's Request for Proposals dated July 13, 2012 (as amended or supplemented, the "RFP") in accordance with the Instructions to Proposers, as amended ("ITP") included in the RFP;

NOW, THEREFORE,

1. The condition of this Proposal Bond is such that, upon occurrence of any of the following events, then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to TxDOT as liquidated damages and not as a penalty, upon receipt by Principal and Surety or by Principal and Sureties listed on the attached page (the "Co-Sureties") of notice of such forfeiture from TxDOT:

- (a) Principal's receipt of written notice from TxDOT that either (i) no Development Agreement or CMA for the Project will be awarded by TxDOT pursuant to the RFP, or (ii) TxDOT has awarded a Development Agreement and CMA for the Project, has received the executed Development Agreement, CMA and other required documents, and does not intend to award the contract to the Principal; or
- (b) ~~Except as expressly provided otherwise in the RFP and/or agreed to by TxDOT in writing, Principal's performance of its obligations to provide the Proposal Security meeting the requirements of the RFP for the period of extension up to 270 days beyond the Price Proposal Due Date;~~ or (c) If TxDOT has not previously delivered notice of forfeiture hereunder, failure of TxDOT to conditionally award the Development Agreement and the CMA to Principal within 180 days (or 270 days if TxDOT has extended the 180 day period to 270 days pursuant to the terms of the ITP) after the Price Proposal Due Date.

2. The Principal and the Surety or Co-Sureties hereby agree to pay to TxDOT the full Bonded Sum hereinabove set forth, as liquidated damages and not as a penalty, within ten days after occurrence of any of the following events:

- (a) Principal withdraws, repudiates or otherwise indicates in writing that it will not meet all or any part of its commitments made in its Proposal prior to the time allowed for execution of the Development Agreement and CMA under the ITP, as such time may be extended pursuant to ITP Section 4.6.2, without TxDOT's consent; or
- (b) Principal is selected for negotiations and fails to engage in good faith negotiations with TxDOT as set forth in ITP Section 5.11.1; or
- (c) Principal is the apparent best value Proposer and fails to provide the documents required under ITP Sections 6.1 and 6.1.1.

Principal agrees and acknowledges that such liquidated damages are reasonable in order to compensate TxDOT for damages it will incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal 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). Principal 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 Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal, and do not constitute a penalty. Principal agrees to such liquidated damages in order to fix and limit Principal's costs and to avoid later Disputes over what amounts of damages are properly chargeable to Principal.

3. The following terms and conditions shall apply with respect to this Proposal Bond:

- (a) This Proposal Bond shall not be subject to forfeiture in the event that TxDOT disqualifies the Proposal based on a determination that it is non-responsive or non-compliant.
- (b) If suit is brought on this Proposal Bond by TxDOT and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by TxDOT in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.
- (c) Any extension(s) of the time for award of the Development Agreement and the CMA that Principal may grant in accordance with the Development Agreement and CMA or otherwise, shall be subject to the reasonable approval of Surety or Co-Sureties.
- (d) Correspondence or claims relating to this Proposal Bond should be sent to Surety at the following address:

SIGNED and SEALED this _____ day of _____, 2012

Principal
By: _____

Co-Surety
By: _____
Attorney in Fact
By: _____

Co-Surety
By: _____
Attorney in Fact
By: _____

Co-Surety
By: _____
Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

FORM L

OPINION OF COUNSEL

[LETTERHEAD OF INDEPENDENT LAW FIRM OR IN-HOUSE COUNSEL – SEE SECTION 6.1.1(e) OF THE ITP FOR LEGAL COUNSEL REQUIREMENTS]

Texas Department of Transportation
Texas Turnpike Authority Division
125 East 11th Street
Austin, TX 78701

Re: Development Agreement and Capital Maintenance Agreement (“CMA”) (collectively, “the Agreements”) for the IH 35E Managed Lanes Project, each dated as of _____, 2012, by and between Texas Department of Transportation, and _____ (the “Developer”)

Gentlemen:

[Describe relationship to Developer and its joint venture members, general partners, members, as applicable, and any other entities whose approval is required in order to authorize delivery of the proposal and execution of the Agreements.] This letter is provided to you pursuant to Section 6.1.1(e) of the Instructions to Proposers of that certain Request for Proposals issued by the Texas Department of Transportation (“TxDOT”) on July 13, 2012 as amended.

In giving this opinion, we have examined _____. We have also considered such questions of law and we have examined such documents and instruments and certificates of public officials and individuals who participated in the procurement process as we have deemed necessary or advisable. [if certificate used/obtained from Developer or Guarantor, such certificate should also run in favor of TxDOT and should be attached to opinion]

In giving this opinion, we have assumed that all items submitted to us or reviewed by us are genuine, accurate and complete, and if not originals, are true and correct copies of originals, and that all signatures on such items are genuine.

Subject to the foregoing, we are of the opinion that:

1. [opinion regarding organization/formation and existence of Developer and that Developer has corporate power to own its properties and assets, carry on its business, make the Proposal, enter into the Agreements and to perform its obligations under the Agreements] [if Developer is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners]

2. [opinion regarding good standing and qualification to do business in State of Texas for Developer] [if Developer is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners]

3. [opinion regarding organization/formation and existence of Guarantor and that Guarantor has corporate power to own its properties and assets, to carry on its business, to enter into the Guaranty and to perform its obligations under the Guaranty] [if Guarantor is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners] [if there is no Guaranty, this opinion may be omitted]

4. [opinion that Proposal and the Agreements have been duly authorized by all necessary corporate action on the part of the Developer and the Proposal and Agreements have been duly executed and delivered by Developer] [if Developer is a partnership/joint venture, add: and its joint venture members/general partners after the first and second “Developer”]

5. [opinion that Guaranty has been duly authorized by all necessary corporate action on the part of Guarantor and the Guaranty has been duly executed and delivered by Guarantor] [if Guarantor is a partnership/joint venture, add: and its joint venture members/general partners after the first and second “Guarantor”] [if there is no Guaranty, this opinion may be omitted]

6. [opinion that the Agreements constitute a legal, valid and binding obligation of the Developer enforceable against the Developer in accordance with its terms] [if Developer is a partnership/joint venture, add: and its joint venture members/general partners after the second “Developer”]

7. [opinion that the Guaranty constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms; [if Guarantor is a partnership/joint venture, add: and its joint venture members/general partners after the second “Guarantor”] [if there is no Guaranty, this opinion may be omitted]

8. [opinion that all required approvals have been obtained with respect to execution, delivery and performance of the Proposal and the Agreements; and that neither the Proposal nor the Agreements conflicts with any agreements to which Developer is a party [if Developer is a partnership/joint venture, add: and its joint venture members/general partners are a party] or with any orders, judgments or decrees by which Developer is bound [if Developer is a partnership/joint venture, add: and its joint venture members/general partners are bound]]

9. [opinion that all required approvals have been obtained with respect to execution, delivery and performance of the Guaranty; and that the Guaranty does not conflict with any agreements to which Guarantor is a party [if Guarantor is a partnership/joint venture, add: and its joint venture members/general partners are a party] or with any orders, judgments or decrees by which Guarantor is bound] [if Guarantor is a partnership/joint venture, add: and its joint venture members/general partners are bound] [if there is no Guaranty, this opinion may be omitted]

10. [opinion that execution, delivery and performance of all obligations by Developer under the Proposal and the Agreements do not conflict with, and are authorized by, the articles of incorporation and bylaws of Developer [if Developer is a partnership, replace articles of incorporation and bylaws with partnership agreement and (if applicable) certificate of limited partnership); if Developer is a joint venture, replace articles of incorporation and bylaws with joint venture agreement; if Developer is a limited liability company, replace articles of incorporation and bylaws with operating agreement and certificate of formation]

11. [opinion that execution, delivery and performance of all obligations by Guarantor under the Guaranty does not conflict with, and is authorized by, the articles of incorporation and bylaws of Guarantor] [if Guarantor is a partnership, replace articles of incorporation and bylaws with partnership agreement and (if applicable) certificate of limited partnership); if Guarantor is a joint venture, replace articles of incorporation and bylaws with joint venture agreement; if Guarantor is a limited liability company, replace

articles of incorporation and bylaws with operating agreement and certificate of formation] [if there is no Guaranty, this opinion may be omitted]

12. [opinion that execution and delivery by the Developer of the Proposal and the Agreements do not, and the Developer's performance of its obligations under the Proposal and the Agreements will not, violate any current statute, rule or regulation applicable to the Developer or to transactions of the type contemplated by the Proposal or the Agreements]

13. [opinion that execution and delivery by the Guarantor of the Guaranty do not, and the Guarantor's performance of its obligations under the Guaranty will not, violate any current statute, rule or regulation applicable to the Guarantor or to transactions of the type contemplated by the Guaranty] [if there is no Guaranty, this opinion may be omitted]

**FORM M-1
DEVELOPMENT PRICE
IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION**

Work Package Selection: *[Insert Work Package number for which Proposal is submitted]*

IH 35E Managed Lanes Project Development Agreement	Amount for Selected Work Package	NPV on Form M-2 for Selected Work Package
Development Price		

Proposer is requesting the above total amount from TxDOT for the design and construction phase of the Project under the Development Agreement.
An itemized breakdown of the amount is shown on Form M-1.1.
Timing of payment is as shown on Form M-2.

**FORM M-1.1
DEVELOPMENT PRICE BREAKDOWN
IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION**

Work Package Selection: *[Insert Work Package number for which Proposal is submitted]*

ITEM / LINE NO.	DESCRIPTION	ITEM TOTAL (US Dollars)
A Professional Services		
1	Professional Services Development Management & Community Outreach	
2	Development Design, Design Survey, & Landscape Design	
3	Environmental Permitting Activities	
4	Right-of-Way Acquisition Services & ROW Survey/Mapping	
5	Utility Locates, Utility Survey, and Utility Adjustment Design	
6	Professional Services Quality Review Firm, Construction Quality Acceptance Firm, and Environmental Team	
7	Miscellaneous Professional Services not covered by Lines 1-6	
8	Subtotal Professional Services (Sum Lines 1 through 7)	Subtotal \$0
B Construction		
9	Construction Development Management	
10	Mobilization	
11	Traffic Control	
12	Earthwork	
13	Subbase and Base Course	
14	Pavement	
15	Structures	
16	Lighting and Signing	
17	Aesthetics	

ITEM / LINE NO.	DESCRIPTION		ITEM TOTAL (US Dollars)
18	Landscaping Allowance		
19	Environmental Mitigation		
20	Utility Adjustments		
21	Developer Designated ROW		
22	Bond Premiums		
23	Insurance Premiums		
24	Miscellaneous Construction Items not covered by Lines 9-24		
25	Subtotal Construction (Sum Lines 9 through 24)	Subtotal	\$0

C Available Public Funds Adjustment

26	Available Public Funds Adjustment		\$0
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Total Price (Line 8 + Line 25)

TOTAL

\$0

ATC ADJUSTMENTS — FORM M-1.2

**IH 35E Managed Lanes Project
 ATC Adjustment for Additional Impact to TxDOT Associated with Approved ATCs**

Approved ATC #	DESCRIPTION of APPROVED ATC	Costs to TxDOT
TOTAL		

Note:
 Cost refers to the additional cost associated with the ATC as determined by TxDOT and set forth in the ATC approval letter. Attach ATC approval letters to this form.

**FORM M-2.1
CASH FLOW ADJUSTMENT TABLES / MAXIMUM PAYMENT CURVE (WORK PACKAGE 1)**

**IH 35E Managed Lanes Project
Texas Department of Transportation**

*NOTE: Use this version of Form M-2 only if Work Package 1 is submitted.
(all figures are in U.S. dollars)*

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X ΣA) Maximum Payment Curve
1	\$0.00	\$0.00	0.98788	\$0.00	0.00%	\$0.00
2	\$0.00	\$0.00	0.98387	\$0.00	3.50%	\$0.00
3	\$0.00	\$0.00	0.97988	\$0.00	8.57%	\$0.00
4	\$0.00	\$0.00	0.97590	\$0.00	9.69%	\$0.00
5	\$0.00	\$0.00	0.97194	\$0.00	11.18%	\$0.00
6	\$0.00	\$0.00	0.96800	\$0.00	12.88%	\$0.00
7	\$0.00	\$0.00	0.96407	\$0.00	15.17%	\$0.00
8	\$0.00	\$0.00	0.96016	\$0.00	18.33%	\$0.00
9	\$0.00	\$0.00	0.95626	\$0.00	20.61%	\$0.00
10	\$0.00	\$0.00		\$0.00	22.94%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X \sum A) Maximum Payment Curve
			0.95238			
11	\$0.00	\$0.00	0.94852	\$0.00	25.80%	\$0.00
12	\$0.00	\$0.00	0.94467	\$0.00	28.74%	\$0.00
13	\$0.00	\$0.00	0.94083	\$0.00	31.06%	\$0.00
14	\$0.00	\$0.00	0.93702	\$0.00	33.39%	\$0.00
15	\$0.00	\$0.00	0.93322	\$0.00	36.88%	\$0.00
16	\$0.00	\$0.00	0.92943	\$0.00	39.88%	\$0.00
17	\$0.00	\$0.00	0.92566	\$0.00	42.46%	\$0.00
18	\$0.00	\$0.00	0.92190	\$0.00	45.56%	\$0.00
19	\$0.00	\$0.00	0.91816	\$0.00	48.45%	\$0.00
20	\$0.00	\$0.00	0.91444	\$0.00	51.21%	\$0.00
21	\$0.00	\$0.00	0.91072	\$0.00	53.83%	\$0.00
22	\$0.00	\$0.00	0.90703	\$0.00	55.98%	\$0.00
23	\$0.00	\$0.00	0.90335	\$0.00	58.05%	\$0.00
24	\$0.00	\$0.00		\$0.00	60.72%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X \sum A) Maximum Payment Curve
			0.89968			
25	\$0.00	\$0.00	0.89603	\$0.00	61.98%	\$0.00
26	\$0.00	\$0.00	0.89240	\$0.00	64.83%	\$0.00
27	\$0.00	\$0.00	0.88878	\$0.00	66.38%	\$0.00
28	\$0.00	\$0.00	0.88517	\$0.00	67.67%	\$0.00
29	\$0.00	\$0.00	0.88158	\$0.00	70.43%	\$0.00
30	\$0.00	\$0.00	0.87800	\$0.00	71.88%	\$0.00
31	\$0.00	\$0.00	0.87444	\$0.00	73.63%	\$0.00
32	\$0.00	\$0.00	0.87089	\$0.00	75.92%	\$0.00
33	\$0.00	\$0.00	0.86736	\$0.00	78.38%	\$0.00
34	\$0.00	\$0.00	0.86384	\$0.00	80.70%	\$0.00
35	\$0.00	\$0.00	0.86033	\$0.00	82.80%	\$0.00
36	\$0.00	\$0.00	0.85684	\$0.00	85.75%	\$0.00
37	\$0.00	\$0.00	0.85336	\$0.00	88.23%	\$0.00
38	\$0.00	\$0.00		\$0.00	90.91%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X ΣA) Maximum Payment Curve
			0.84990			
39	\$0.00	\$0.00	0.84645	\$0.00	93.32%	\$0.00
40	\$0.00	\$0.00	0.84302	\$0.00	95.66%	\$0.00
41	\$0.00	\$0.00	0.83960	\$0.00	97.38%	\$0.00
42	\$0.00	\$0.00	0.83619	\$0.00	98.00%	\$0.00
43	\$0.00	\$0.00	0.83280	\$0.00	98.99%	\$0.00
44	\$0.00	\$0.00	0.82942	\$0.00	99.28%	\$0.00
45	\$0.00	\$0.00	0.82605	\$0.00	99.66%	\$0.00
46	\$0.00	\$0.00	0.82270	\$0.00	99.81%	\$0.00
47	\$0.00	\$0.00	0.81936	\$0.00	99.92%	\$0.00
48	\$0.00	\$0.00	0.81604	\$0.00	100.00%	\$0.00
TOTALS	\$0.00			\$0.00		

Nominal Development Payments
To Form M-1

NPV of Development Payments
To Form M-1

**FORM M-2.2
CASH FLOW ADJUSTMENT TABLES / MAXIMUM PAYMENT CURVE (WORK PACKAGE 2)**

**IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION**

NOTE: Use this version of Form M-2 only if Work Package 2 is submitted.

(all figures are in U.S. dollars)

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X ΣA) Maximum Payment Curve
1	\$0.00	\$0.00	0.98788	\$0.00	0.00%	\$0.00
2	\$0.00	\$0.00	0.98387	\$0.00	3.50%	\$0.00
3	\$0.00	\$0.00	0.97988	\$0.00	8.57%	\$0.00
4	\$0.00	\$0.00	0.97590	\$0.00	9.69%	\$0.00
5	\$0.00	\$0.00	0.97194	\$0.00	11.18%	\$0.00
6	\$0.00	\$0.00	0.96800	\$0.00	12.88%	\$0.00
7	\$0.00	\$0.00	0.96407	\$0.00	15.17%	\$0.00
8	\$0.00	\$0.00	0.96016	\$0.00	18.33%	\$0.00
9	\$0.00	\$0.00	0.95626	\$0.00	20.61%	\$0.00
10	\$0.00	\$0.00		\$0.00	22.94%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X \sum A) Maximum Payment Curve
			0.95238			
11	\$0.00	\$0.00	0.94852	\$0.00	25.80%	\$0.00
12	\$0.00	\$0.00	0.94467	\$0.00	28.74%	\$0.00
13	\$0.00	\$0.00	0.94083	\$0.00	31.06%	\$0.00
14	\$0.00	\$0.00	0.93702	\$0.00	33.39%	\$0.00
15	\$0.00	\$0.00	0.93322	\$0.00	36.88%	\$0.00
16	\$0.00	\$0.00	0.92943	\$0.00	39.88%	\$0.00
17	\$0.00	\$0.00	0.92566	\$0.00	42.46%	\$0.00
18	\$0.00	\$0.00	0.92190	\$0.00	45.56%	\$0.00
19	\$0.00	\$0.00	0.91816	\$0.00	48.45%	\$0.00
20	\$0.00	\$0.00	0.91444	\$0.00	51.21%	\$0.00
21	\$0.00	\$0.00	0.91072	\$0.00	53.83%	\$0.00
22	\$0.00	\$0.00	0.90703	\$0.00	55.98%	\$0.00
23	\$0.00	\$0.00	0.90335	\$0.00	58.05%	\$0.00
24	\$0.00	\$0.00		\$0.00	60.72%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X \sum A) Maximum Payment Curve
			0.89968			
25	\$0.00	\$0.00	0.89603	\$0.00	61.98%	\$0.00
26	\$0.00	\$0.00	0.89240	\$0.00	64.83%	\$0.00
27	\$0.00	\$0.00	0.88878	\$0.00	66.38%	\$0.00
28	\$0.00	\$0.00	0.88517	\$0.00	67.67%	\$0.00
29	\$0.00	\$0.00	0.88158	\$0.00	70.43%	\$0.00
30	\$0.00	\$0.00	0.87800	\$0.00	71.88%	\$0.00
31	\$0.00	\$0.00	0.87444	\$0.00	73.63%	\$0.00
32	\$0.00	\$0.00	0.87089	\$0.00	75.92%	\$0.00
33	\$0.00	\$0.00	0.86736	\$0.00	78.38%	\$0.00
34	\$0.00	\$0.00	0.86384	\$0.00	80.70%	\$0.00
35	\$0.00	\$0.00	0.86033	\$0.00	82.80%	\$0.00
36	\$0.00	\$0.00	0.85684	\$0.00	85.75%	\$0.00
37	\$0.00	\$0.00	0.85336	\$0.00	88.23%	\$0.00
38	\$0.00	\$0.00		\$0.00	90.91%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X Σ A) Maximum Payment Curve
			0.84990			
39	\$0.00	\$0.00	0.84645	\$0.00	93.32%	\$0.00
40	\$0.00	\$0.00	0.84302	\$0.00	95.66%	\$0.00
41	\$0.00	\$0.00	0.83960	\$0.00	97.38%	\$0.00
42	\$0.00	\$0.00	0.83619	\$0.00	98.00%	\$0.00
43	\$0.00	\$0.00	0.83280	\$0.00	98.99%	\$0.00
44	\$0.00	\$0.00	0.82942	\$0.00	99.28%	\$0.00
45	\$0.00	\$0.00	0.82605	\$0.00	99.66%	\$0.00
46	\$0.00	\$0.00	0.82270	\$0.00	99.81%	\$0.00
47	\$0.00	\$0.00	0.81936	\$0.00	99.92%	\$0.00
48	\$0.00	\$0.00	0.81604	\$0.00	100.00%	\$0.00
TOTALS	\$0.00			\$0.00		

Nominal Development Payments
To Form M-1

NPV of Development Payments
To Form M-1

**FORM M-2.3
CASH FLOW ADJUSTMENT TABLES / MAXIMUM PAYMENT CURVE (WORK PACKAGE 3)**

**IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION**

NOTE: Use this version of Form M-2 only if Work Package 3 is submitted.

(all figures are in U.S. dollars)

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X ΣA) Maximum Payment Curve
1	\$0.00	\$0.00	0.98788	\$0.00	0.00%	\$0.00
2	\$0.00	\$0.00	0.98387	\$0.00	3.50%	\$0.00
3	\$0.00	\$0.00	0.97988	\$0.00	8.57%	\$0.00
4	\$0.00	\$0.00	0.97590	\$0.00	9.69%	\$0.00
5	\$0.00	\$0.00	0.97194	\$0.00	11.18%	\$0.00
6	\$0.00	\$0.00	0.96800	\$0.00	12.88%	\$0.00
7	\$0.00	\$0.00	0.96407	\$0.00	15.17%	\$0.00
8	\$0.00	\$0.00	0.96016	\$0.00	18.33%	\$0.00
9	\$0.00	\$0.00	0.95626	\$0.00	20.61%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow
10	\$0.00	\$0.00	0.95238	\$0.00
11	\$0.00	\$0.00	0.94852	\$0.00
12	\$0.00	\$0.00	0.94467	\$0.00
13	\$0.00	\$0.00	0.94083	\$0.00
14	\$0.00	\$0.00	0.93702	\$0.00
15	\$0.00	\$0.00	0.93322	\$0.00
16	\$0.00	\$0.00	0.92943	\$0.00
17	\$0.00	\$0.00	0.92566	\$0.00
18	\$0.00	\$0.00	0.92190	\$0.00
19	\$0.00	\$0.00	0.91816	\$0.00
20	\$0.00	\$0.00	0.91444	\$0.00
21	\$0.00	\$0.00	0.91072	\$0.00
22	\$0.00	\$0.00	0.90703	\$0.00
23	\$0.00	\$0.00	0.90335	\$0.00
24	\$0.00	\$0.00		\$0.00

(D) Maximum Allowable Cumulative Draw as a % of Total	(D X ΣA) Maximum Payment Curve
22.94%	\$0.00
25.80%	\$0.00
28.74%	\$0.00
31.06%	\$0.00
33.39%	\$0.00
36.88%	\$0.00
39.88%	\$0.00
42.46%	\$0.00
45.56%	\$0.00
48.45%	\$0.00
51.21%	\$0.00
53.83%	\$0.00
55.98%	\$0.00
58.05%	\$0.00
60.72%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow
			0.89968	
25	\$0.00	\$0.00	0.89603	\$0.00
26	\$0.00	\$0.00	0.89240	\$0.00
27	\$0.00	\$0.00	0.88878	\$0.00
28	\$0.00	\$0.00	0.88517	\$0.00
29	\$0.00	\$0.00	0.88158	\$0.00
30	\$0.00	\$0.00	0.87800	\$0.00
31	\$0.00	\$0.00	0.87444	\$0.00
32	\$0.00	\$0.00	0.87089	\$0.00
33	\$0.00	\$0.00	0.86736	\$0.00
34	\$0.00	\$0.00	0.86384	\$0.00
35	\$0.00	\$0.00	0.86033	\$0.00
36	\$0.00	\$0.00	0.85684	\$0.00
37	\$0.00	\$0.00	0.85336	\$0.00
38	\$0.00	\$0.00		\$0.00

(D) Maximum Allowable Cumulative Draw as a % of Total	(D X \sum A) Maximum Payment Curve
61.98%	\$0.00
64.83%	\$0.00
66.38%	\$0.00
67.67%	\$0.00
70.43%	\$0.00
71.88%	\$0.00
73.63%	\$0.00
75.92%	\$0.00
78.38%	\$0.00
80.70%	\$0.00
82.80%	\$0.00
85.75%	\$0.00
88.23%	\$0.00
90.91%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X ΣA) Maximum Payment Curve
			0.84990			
39	\$0.00	\$0.00	0.84645	\$0.00	93.32%	\$0.00
40	\$0.00	\$0.00	0.84302	\$0.00	95.66%	\$0.00
41	\$0.00	\$0.00	0.83960	\$0.00	97.38%	\$0.00
42	\$0.00	\$0.00	0.83619	\$0.00	98.00%	\$0.00
43	\$0.00	\$0.00	0.83280	\$0.00	98.99%	\$0.00
44	\$0.00	\$0.00	0.82942	\$0.00	99.28%	\$0.00
45	\$0.00	\$0.00	0.82605	\$0.00	99.66%	\$0.00
46	\$0.00	\$0.00	0.82270	\$0.00	99.81%	\$0.00
47	\$0.00	\$0.00	0.81936	\$0.00	99.92%	\$0.00
48	\$0.00	\$0.00	0.81604	\$0.00	100.00%	\$0.00
TOTALS	\$0.00	\$0.00	0.81604	\$0.00		\$0.00

Nominal Development Payments
 To Form M-1

NPV of Development Payments
 To Form M-1

**FORM M-2.4
CASH FLOW ADJUSTMENT TABLES / MAXIMUM PAYMENT CURVE (PACKAGE 4)**

**IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION**

NOTE: Use this version of Form M-2 only if Work Package 4 is submitted.

(all figures are in U.S. dollars)

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X ΣA) Maximum Payment Curve
1	\$0.00	\$0.00	0.98788	\$0.00	0.00%	\$0.00
2	\$0.00	\$0.00	0.98387	\$0.00	3.25%	\$0.00
3	\$0.00	\$0.00	0.97988	\$0.00	8.57%	\$0.00
4	\$0.00	\$0.00	0.97590	\$0.00	10.43%	\$0.00
5	\$0.00	\$0.00	0.97194	\$0.00	12.17%	\$0.00
6	\$0.00	\$0.00	0.96800	\$0.00	14.49%	\$0.00
7	\$0.00	\$0.00	0.96407	\$0.00	18.00%	\$0.00
8	\$0.00	\$0.00	0.96016	\$0.00	20.93%	\$0.00
9	\$0.00	\$0.00	0.95626	\$0.00	24.21%	\$0.00
10	\$0.00	\$0.00		\$0.00	27.37%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X ΣA) Maximum Payment Curve
			0.95238			
11	\$0.00	\$0.00	0.94852	\$0.00	30.03%	\$0.00
12	\$0.00	\$0.00	0.94467	\$0.00	32.70%	\$0.00
13	\$0.00	\$0.00	0.94083	\$0.00	35.71%	\$0.00
14	\$0.00	\$0.00	0.93702	\$0.00	39.88%	\$0.00
15	\$0.00	\$0.00	0.93322	\$0.00	42.82%	\$0.00
16	\$0.00	\$0.00	0.92943	\$0.00	46.29%	\$0.00
17	\$0.00	\$0.00	0.92566	\$0.00	49.54%	\$0.00
18	\$0.00	\$0.00	0.92190	\$0.00	52.68%	\$0.00
19	\$0.00	\$0.00	0.91816	\$0.00	55.25%	\$0.00
20	\$0.00	\$0.00	0.91444	\$0.00	57.69%	\$0.00
21	\$0.00	\$0.00	0.91072	\$0.00	60.72%	\$0.00
22	\$0.00	\$0.00	0.90703	\$0.00	62.33%	\$0.00
23	\$0.00	\$0.00	0.90335	\$0.00	65.00%	\$0.00
24	\$0.00	\$0.00	0.89968	\$0.00	67.10%	\$0.00
25	\$0.00	\$0.00	0.89603	\$0.00	69.39%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X ΣA) Maximum Payment Curve
26	\$0.00	\$0.00	0.89240	\$0.00	72.13%	\$0.00
27	\$0.00	\$0.00	0.88878	\$0.00	74.10%	\$0.00
28	\$0.00	\$0.00	0.88517	\$0.00	75.92%	\$0.00
29	\$0.00	\$0.00	0.88158	\$0.00	78.72%	\$0.00
30	\$0.00	\$0.00	0.87800	\$0.00	81.38%	\$0.00
31	\$0.00	\$0.00	0.87444	\$0.00	83.81%	\$0.00
32	\$0.00	\$0.00	0.87089	\$0.00	87.12%	\$0.00
33	\$0.00	\$0.00	0.86736	\$0.00	90.23%	\$0.00
34	\$0.00	\$0.00	0.86384	\$0.00	92.98%	\$0.00
35	\$0.00	\$0.00	0.86033	\$0.00	95.66%	\$0.00
36	\$0.00	\$0.00	0.85684	\$0.00	97.71%	\$0.00
37	\$0.00	\$0.00	0.85336	\$0.00	98.67%	\$0.00
38	\$0.00	\$0.00	0.84990	\$0.00	99.43%	\$0.00
39	\$0.00	\$0.00	0.84645	\$0.00	99.59%	\$0.00
40	\$0.00	\$0.00	0.84302	\$0.00	99.81%	\$0.00
41	\$0.00	\$0.00		\$0.00	99.95%	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Developer's Cumulative Draw / Cash Flow	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow	(D) Maximum Allowable Cumulative Draw as a % of Total	(D X ΣA) Maximum Payment Curve
42	\$0.00	\$0.00	0.83960	\$0.00	100.00%	\$0.00
TOTALS	\$0.00			\$0.00		\$0.00

Nominal Development Payments
To Form M-1

NPV of Development Payments
To Form M-1

**FORM M-3
OPTIONS PRICE**

**IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION**

Work Package Selection: *[Insert Work Package number for which Proposal is submitted]*

Instructions: Insert pricing information separately for each Option (described in ITP Section 1.4.2 and Exhibit I) included in Proposer’s Work Package selection. For Work Package 2, insert pricing information for corresponding Options 1 through 3; for Work Package 3 insert pricing information for corresponding Options 1 through 6; and for Work Package 4, insert pricing information for corresponding Options 1 through 9. Delete rows containing Options not included in Work Package selection. This Form is not required if Proposal is submitted for Work Package 1.

IH 35E Managed Lanes Project Development Agreement	Amount for each Option (\$US)	NPV on Form M-3.1 for each Option (\$US)
Option 1		
Option 2		
Option 3		
Option 4		
Option 5		
Option 6		
Option 7		
Option 8		
Option 9		
Total Amount	\$0.00	\$0.00

Proposer is requesting the above total amount from TxDOT for the Option Work during the design and construction phase of the Project under the Development Agreement.

Timing of payment is as shown on Form M-3.1 for each Optional Work Item.

FORM M-3.1(a)
DEVELOPER DRAWS / CASH FLOW TABLES
(OPTIONS PRICE FOR WORK PACKAGES 2 OR 3)

IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION

Cash Flow Adjustment Table / Total Maximum Payment Schedule for Option Work under Work Packages 2 or 3

Instructions: If Proposal is submitted for Work Packages 2 or 3, please complete and submit a Form M-3.1 for each Option (described in ITP Section 1.4.2 and Exhibit I) included in Proposer's Work Package selection. For Work Package 2, complete one form for each of corresponding Options 1 through 3; and for Work Package 3, complete one form for each of corresponding Options 1 through 6. This Form is not required if Proposal is submitted for Work Packages 1 or 4.

(all figures are in U.S. dollars)

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Cumulative Draw / Cash Flow	Cash Flow % of Cumulative Draw	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow
1	\$0.00	\$0.00	0.00%	0.98788	\$0.00
2	\$0.00	\$0.00	0.00%	0.98387	\$0.00
3	\$0.00	\$0.00	0.00%	0.97988	\$0.00
4	\$0.00	\$0.00	0.00%	0.97590	\$0.00
5	\$0.00	\$0.00	0.00%	0.97194	\$0.00
6	\$0.00	\$0.00	0.00%	0.96800	\$0.00
7	\$0.00	\$0.00	0.00%	0.96407	\$0.00
8	\$0.00	\$0.00	0.00%		\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Cumulative Draw / Cash Flow
41	\$0.00	\$0.00
42	\$0.00	\$0.00
43	\$0.00	\$0.00
44	\$0.00	\$0.00
45	\$0.00	\$0.00
46	\$0.00	\$0.00
47	\$0.00	\$0.00
48	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00

Nominal Development Payments
To Form M-3 for individual
Optional Work
Item

Cash Flow % of Cumulative Draw
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%

(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow
0.84302	
0.83960	\$0.00
0.83619	\$0.00
0.83280	\$0.00
0.82942	\$0.00
0.82605	\$0.00
0.82270	\$0.00
0.81936	\$0.00
0.81604	\$0.00
	\$0.00

NPV of Development
Payments
To Form M-3 for individual
Optional Work Item

FORM M-3.1(b)
DEVELOPER DRAWS / CASH FLOW TABLES
(OPTIONS PRICE FOR WORK PACKAGE 4)

IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION

Cash Flow Adjustment Table / Total Maximum Payment Schedule for Option Work under Work Package 4

Instructions: If Proposal is submitted for Work Package 4, please complete and submit a Form M-3.2 for each Option (described in ITP Section 1.4.2 and Exhibit I) included in Proposer's Work Package selection. For Work Package 4, complete one form for each of corresponding Options 1 through 9. . This Form is not required if Proposal is submitted for Work Packages 1, 2 or 3.

(all figures are in U.S. dollars)

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Cumulative Draw / Cash Flow	Cash Flow % of Cumulative Draw	(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow
1	\$0.00	\$0.00	0.00%	0.98788	\$0.00
2	\$0.00	\$0.00	0.00%	0.98387	\$0.00
3	\$0.00	\$0.00	0.00%	0.97988	\$0.00
4	\$0.00	\$0.00	0.00%	0.97590	\$0.00
5	\$0.00	\$0.00	0.00%	0.97194	\$0.00
6	\$0.00	\$0.00	0.00%	0.96800	\$0.00
7	\$0.00	\$0.00	0.00%	0.96407	\$0.00
8	\$0.00	\$0.00	0.00%	0.96016	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Cumulative Draw / Cash Flow
9	\$0.00	\$0.00
10	\$0.00	\$0.00
11	\$0.00	\$0.00
12	\$0.00	\$0.00
13	\$0.00	\$0.00
14	\$0.00	\$0.00
15	\$0.00	\$0.00
16	\$0.00	\$0.00
17	\$0.00	\$0.00
18	\$0.00	\$0.00
19	\$0.00	\$0.00
20	\$0.00	\$0.00
21	\$0.00	\$0.00
22	\$0.00	\$0.00
23	\$0.00	\$0.00
24	\$0.00	\$0.00

Cash Flow % of Cumulative Draw
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%

(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow
0.95626	\$0.00
0.95238	\$0.00
0.94852	\$0.00
0.94467	\$0.00
0.94083	\$0.00
0.93702	\$0.00
0.93322	\$0.00
0.92943	\$0.00
0.92566	\$0.00
0.92190	\$0.00
0.91816	\$0.00
0.91444	\$0.00
0.91072	\$0.00
0.90703	\$0.00
0.90335	\$0.00
0.89968	\$0.00

Months after NTP	(A) Anticipated Draw / Cash Flow	(B) Cumulative Draw / Cash Flow
41	\$0.00	\$0.00
42	\$0.00	\$0.00

TOTALS

\$0.00

Nominal Development Payments
To Form M-3 for individual
Optional Work
Item

Cash Flow % of Cumulative Draw
0.00%
0.00%

(C) Discount Factor at 5% per annum	(A X C) PV of Anticipated Draw / Cash Flow
0.83960	\$0.00
0.83619	\$0.00

\$0.00

NPV of Development
Payments
To Form M-3 for individual
Optional Work Item

**FORM N-1
MAINTENANCE PRICE**

**IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION**

Work Package Selection: *[Insert Work Package number for which Proposal is submitted.]*

**(in U.S. dollars Year
2012)**

Capital Maintenance Price, Years 1 to 5	<input type="text" value="0"/>	From Form N-1.1
Capital Maintenance Price, Years 6 to 10	<input type="text" value="0"/>	From Form N-1.1
Capital Maintenance Price, Years 11 to 15	<input type="text" value="0"/>	From Form N-1.1
Total Capital Maintenance Price, Years 1 to 15	<input type="text" value="0"/>	From Form N-1.1

Proposer is requesting the above total amount from TxDOT for the maintenance phase of the Project under the Development Agreement.

An itemized breakdown of the Amount is shown on Form N-1.1.

**FORM N-1.1
MAINTENANCE PRICE BREAKDOWN**

**IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION**

Work Package Selection: *[Insert Work Package number for which Proposal is submitted]*
(all figures are in U.S. dollars, Year 2012)

YEAR	Routine Pavement Operations	Pavement Maintenance Program	Bridge Maintenance	Drainage Facilities	Noise Walls and Retaining Walls	Traffic Control	Embankment and Cut Slopes	Miscellaneous Maintenance Items ^a	Annual Lump Sum Payment for Periodic Capital Maintenance Services	Total Lump Sum for 5 Year Period	
1 to 5								\$0.00		To Form N-1	
6 to 10								\$0.00	\$0.00	To Form N-1	
11 to 15								\$0.00	\$0.00	To Form N-1	
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
									Totals (Years 1 through 15)	\$0.00	To Form N-1

^a Miscellaneous Maintenance Items shall be full compensation for all remaining items not already paid under other maintenance items.

**FORM N-2
MAINTENANCE OPTION PRICE**

**IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION**

Work Package Selection: *[Insert Work Package number for which Proposal is submitted.]*

Instructions: Please provide a separate Maintenance Option Price for each Option (described in ITP [Section 1.4.2](#) and [Exhibit I](#)) included in Work Package selection. For Work Package 2, insert pricing information for corresponding Options 1 through 3; for Work Package 3 insert pricing information for corresponding Options 1 through 6; and for Work Package 4, insert pricing information for corresponding Options 1 through 9. Delete rows containing Options not included in Work Package selection. This Form is not required if Proposal is submitted for Work Package 1.

(in U.S. dollars Year 2012)

I-35E Managed Lanes Project Capital Maintenance Agreement	Capital Maintenance Price, Years 1 to 5 (from Form N-2.1)	Capital Maintenance Price, Years 6 to 10 (from Form N-2.1)	Capital Maintenance Price, Years 10 to 15 (from Form N-2.1)	Total Cost
Option 1				
Option 2				
Option 3				
Option 4				
Option 5				
Option 6				
Option 7				
Option 8				
Option 9				
Total Amount	\$0.00	\$0.00	\$0.00	\$0.00

Proposer is requesting the above total amount from TxDOT for the Option Work during the maintenance phase of the Project under the CMA. An itemized breakdown of the Amount is shown on Form N-2.1 for each Option.

**FORM N-2.1
MAINTENANCE OPTION PRICE BREAKDOWN**

**IH 35E MANAGED LANES PROJECT
TEXAS DEPARTMENT OF TRANSPORTATION**

Instructions: Please complete and submit a Form N-2.1 for each Option (described in ITP Section 1.4.2 and Exhibit I) included in Proposer's Work Package selection. For Work Package 2, complete one form for each of corresponding Options 1 through 3; for Work Package 3, complete one form for each of corresponding Options 1 through 6; and for Work Package 4, complete one form for each of corresponding Options 1 through 9. This Form is not required if Proposal is submitted for Work Package 1.

(all figures are in U.S. dollars, Year 2012)

YEAR	Routine Pavement Operations	Pavement Maintenance Program	Bridge Maintenance	Drainage Facilities	Noise Walls and Retaining Walls	Traffic Control	Embankment and Cut Slopes	Miscellaneous Maintenance Items ^a	Annual Lump Sum Payment for Periodic Capital Maintenance Services	Total Lump Sum for 5 Year Period
1 to 5									\$0.00	\$0.00
6 to 10									\$0.00	\$0.00
11 to 15									\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals (Years 1 through 15)										\$0.00

To Form N-2

To Form N-2

To Form N-2

To Form N-2

^a Miscellaneous Maintenance Items shall be full compensation for all remaining items not already paid under other maintenance items.

FORM O

SUBSTANTIAL COMPLETION DEADLINE

Description	Substantial Completion Date
TxDOT Last Allowable Date for Substantial Completion (From <u>Exhibit B, Section 4.3.2 (7)</u>)	Work Package 1: – NTP1 plus 1,460 calendar days Work Package 2: – NTP1 plus 1,460 calendar days Work Package 3: – NTP1 plus 1,460calendar days Work Package 4: – NTP1 plus 1,278 calendar days
Work Package Selection (pick one)	<input type="checkbox"/> Work Package 1 <input type="checkbox"/> Work Package 2 <input type="checkbox"/> Work Package 3 <input type="checkbox"/> Work Package 4
Proposal Commitment Date for Substantial Completion (number of calendar days between NTP1 and Proposer’s proposed Substantial Completion date from the Preliminary Project Baseline Schedule)	NTP1 plus [_____] calendar days

FORM P
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

To be executed by the Proposer, Major Participants and proposed known Subcontractors.

The undersigned certifies on behalf of _____ that:
(Name of entity making certification)

(check one of the following boxes)

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

(check one of the following boxes)

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not Proposer, relationship to Proposer: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Major Participants, and proposed Subcontractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

FORM Q

KEY SUBCONTRACTORS

List of Key Subcontractors by discipline or role:

- Project Management:
- Lead Design Firm:
- Quality Control Management:
- Quality Assurance Management:
- Key Task Leader – Geotechnical:
- Key Task Leader – Hydraulics and Hydrology:
- Key Task Leader – Structural:
- Key Task Leader – Environmental:
- Key Task Leader – Utilities:
- Key Task Leader – Right of Way:

FORM R

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "**Disclosure Form to Report Lobbying**," in accordance with its instructions. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Date: _____, 2012

Signature

Title

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of Proposer, all partners, members or joint venturers of the Proposer and all other Major Participants]

FORM S

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS**

FINANCED IN PART BY THE U.S. GOVERNMENT

I, _____ hereby certify that
(Name and title of Certifying Officer)

and Subcontractors

(Names of Developer and Major Participants)

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or from participation in the Project;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If any Developer, Major Participant or Subcontractor is unable to certify to any of the statements in this certification, such prospective Developer, Major Participant or Subcontractor shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 *et seq.* (Administrative Remedies for False Claims and Statements) are applicable hereto.

Name of Developer _____

Street Address of Developer _____

City, State, Zip _____

Telephone Number of Developer

Signature of Certifying Officer

Date

Note: The above certification merely certifies that a Proposer and its Subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.

FORM T-1

WORK PACKAGE IDENTIFICATION

Request for Proposals
to Develop, Design, Construct and Potentially Maintain
the IH 35E Managed Lanes Project

Texas Department of Transportation

Proposer Name: _____

This Proposal is for the scope of work for Work Package No. *[insert applicable Work Package number]*, as described in ITP Section 1.4.2.

Date: _____

Signature: _____

Title: _____

FORM T-2

DEVELOPMENT PRICE VERIFICATION

Request for Proposals
to Develop, Design, Construct and Potentially Maintain
the IH 35E Managed Lanes Project

Texas Department of Transportation

Proposer Name: _____

This Proposal is for the scope of work for Work Package No. *[insert applicable Work Package number]*, as described in ITP Section 1.4.2.

Proposer represents and warrants that the Development Price submitted with Proposer's Financial Proposal is less than or equal to the Adjusted Available Public Funds set forth in ITP Sections 1.4.2 and 3.3 for the above-referenced Work Package.

Check One: Yes No

Date: _____

Signature: _____

Title: _____

FORM U
GUARANTOR COMMITMENT LETTER

[Date]

Mr. John Hudspeth, P.E.
Texas Department of Transportation
4777 E. Highway 80
Mesquite, TX 75150

RE: GUARANTOR COMMITMENT TO PROVIDE PARENT GUARANTY FOR
THE IH 35E MANAGED LANES PROJECT

Dear Mr. Hudspeth:

_____ [Insert name of entity providing the guaranty], hereinafter "Guarantor," is
_____ [describe relationship to Proposer]. This commitment letter is provided
on behalf of _____ [insert name of Proposer] in connection with its proposal for the
Development Agreement and Capital Maintenance Agreement ("CMA") for the IH 35E
Managed Lanes Project ("Project"). Guarantor hereby irrevocably agrees to provide a
guaranty, guaranteeing all the obligations of [Developer and/or Maintenance Contractor]
with respect to the [insert CMA and/or Development Agreement or both, as applicable]
in the form of [insert Exhibit 13 to the Development Agreement and/or Exhibit 9 of the
Capital Maintenance Agreement, as appropriate]. This commitment is subject only to
award and execution of the Development Agreement and CMA by TxDOT and
_____ [insert name of Proposer] and the issuance of NTP1.

Sincerely,

[Title]

[Attach evidence of authorization of the signatory to the letter, which may include a
Power of Attorney signed by an authorized individual of the entity or other authority, as
evidenced by the partnership agreement, joint venture agreement, corporate charter,
bylaws or resolution.]

Document comparison by Workshare Compare on Friday, October 19, 2012
8:03:30 AM

Input:	
Document 1 ID	file://C:\Documents and Settings\iaj\Desktop\Addendum 6\Addendum 5\IH 35E ITP Exhibit D - Forms (Addendum No. 5) (Clean).doc
Description	IH 35E ITP Exhibit D - Forms (Addendum No. 5) (Clean)
Document 2 ID	file://C:\Documents and Settings\iaj\Desktop\Addendum 6\Word\IH 35E ITP Exhibit D - Forms (Addendum No. 6) (clean).doc
Description	IH 35E ITP Exhibit D - Forms (Addendum No. 6) (clean)
Rendering set	standard

Legend:	
Insertion	
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	81
Deletions	80
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	161