

**TEXAS DEPARTMENT OF TRANSPORTATION
GRAND PARKWAY PROJECT
INSTRUCTIONS TO PROPOSERS**

TECHNICAL AND FINANCIAL PROPOSAL LETTER – Form A-1

PROPOSER: _____

Technical Proposal Date: _____, 2012

Texas Department of Transportation
Major Projects Office
7721 Washington Ave.
Houston, Texas 77007
Attn: Eddie Sanchez, P.E.

The undersigned (“Proposer”) submits the enclosed Technical and Financial Proposals (collectively, 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 May 3, 2012 for a contract to develop, design, construct, and provide capital maintenance for portions of the SH 99 Grand Parkway 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 Segments F-1, F-2 and G, and 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

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:

- Executive Summary;
- Proposer Information, Certifications and Documents;
- Project Development Plan;
- Appendices; and
- 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 June 4, 2012."]
[list other addenda] _____*

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. 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. 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. 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.

PRICE PROPOSAL LETTER – Form A-2

PROPOSER: _____

Price Proposal Date: _____, 2012

Texas Department of Transportation
Major Projects Office
7721 Washington Ave.
Houston, Texas 77007
Attn: Eddie Sanchez, 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 May 3, 2012 for a contract to develop, design, construct, and provide capital maintenance for portions of the SH 99 Grand Parkway 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 Segments F-1, F-2 and G, and 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 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 – Total Development Price
- Form M-1.2 – ATC Adjustment
- Form M-2 – Developer Draws/Cash Flow Tables (~~Base Price~~Base Development Price)
- Form M-2(a) – Cash Flow Adjustment Table/Maximum Payment Schedule for Segment F-1 (~~Base Price~~Base Development Price)
- Form M-2(b) – Cash Flow Adjustment Table/Maximum Payment Schedule for Segment F-2 (~~Base Price~~Base Development Price)
- Form M-2(c) – Cash Flow Adjustment Table/Maximum Payment Schedule for Segment G (~~Base Price~~Base Development Price)
- Form M-3 – Developer Draws/Cash Flow Tables (Options 1, 2 and 3)
- Form M-3(a) – Option 1 Cash Flow Adjustment Table/Incremental Payment Schedule for Segment G

- Form M-3(b) – Option 2 Cash Flow Adjustment Table/Incremental Payment Schedule for Segment G
- Form M-3(c) – Option 3 Cash Flow Adjustment Table/Incremental Payment Schedule for Segment G
- Form N – Maintenance Price
- Form N-1 – Maintenance Option Price (Option A)
- Form N-2 – Maintenance Option Price (Option C)
- Form N-3 – Maintenance Option Price (Option B)
- Form T – Complexity Points Adjustment

~~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 June 4, 2012."]*~~

~~*[list other addenda]*~~ _____

~~*Responses issued [list dates on which TxDOT responded to Proposers' questions regarding the RFP Documents or this procurement.]*~~

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:

- 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. 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. 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. If any entity is not yet formed, so state and indicate that this information will be provided prior to award.~~

Attach evidence to the Price Proposal and to each letter 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.

~~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.~~

IDENTIFICATION OF PROPOSER AND EQUITY MEMBERS – Form B-1

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: _____

INFORMATION ABOUT PROPOSER ORGANIZATION – Form B-2

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.

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: _____

INFORMATION ABOUT MAJOR PARTICIPANTS, MAJOR PROFESSIONAL SERVICES FIRMS AND IDENTIFIED SUBCONTRACTORS – Form B-3

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 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: _____.

RESPONSIBLE PROPOSER QUESTIONNAIRE – Form C

PROPOSER'S NAME: _____

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: _____

1. Questions

The Proposer/Equity 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/Equity 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. If this form is provided only 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. If this form is provided by the Proposer and the individual Equity Members, 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)

**INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS
PERFORMING INSTALLATION OR CONSTRUCTION WORK – Form D**

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:					

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
4) Number of lost workdays* cases: Nationwide: Texas: _____					
5) Number of injury/illness* cases: Nationwide: Texas:					
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	

PERSONNEL WORK ASSIGNMENT FORM – Form E

Name of Proposer: _____

Key Personnel Assignment¹	Name of Individual Assigned
Project Manager	_____
Deputy Project Director – Design	_____
Deputy Project Director - Construction	_____
Superintendent/Construction Manager ²	_____
Lead Quality Manager	_____
Environmental Compliance Manager	_____
Design Manager	_____
Lead Roadway Design Engineer	_____
Lead Bridge Design Engineer	_____
Design Quality Manager/Professional Services Quality Control Manager ³	_____
O&Maintenance Manager	_____
Maintenance QC Manager	_____
Construction Quality Acceptance Manager	_____
Public Information Coordinator	_____
ROW Manager/ROW Acquisition Manager	_____
Utility Manager	_____
Construction Quality Control Manager	_____

Notes:

1. "Project Manager", "Deputy Project Director – Design", "Deputy Project Director – Construction", "Superintendent/Construction Manager", "Lead Quality Manager", "Design Manager", "Lead Roadway Design Engineer" and "Lead Bridge Design Engineer" are required to be employed by an Equity Member or Lead Engineer. "Construction Quality Acceptance Manager" is required to be employed by a Construction Quality Acceptance Firm.
2. "Construction Manager" replaces the "Superintendent" listed in the RFQ.
3. "Professional Services Quality Control Manager" replaces the "Design Quality Manager" listed in the RFQ.

NON-COLLUSION AFFIDAVIT – Form F

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)

(Name Printed)

(Title)

(Signature)

(Name Printed)

(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.]

BUY AMERICA CERTIFICATION – Form G

(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 Contract 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	

DBE CERTIFICATION – Form H

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 Development 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 reprourement of the Development Agreement and CMA for the Project.

[name]

[title]

**CHILD SUPPORT STATEMENT FOR
STATE GRANTS, LOANS AND CONTRACTS – Form I**

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.]

CONFLICT OF INTEREST DISCLOSURE STATEMENT – Form J

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

2. Explanation

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

PROPOSAL SECURITY – Form K

(Separate Document)

PROPOSAL BOND – Form K

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 a portion of the Grand Parkway Project in Montgomery and Harris 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 as of _____, 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
- (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;
- (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

OPINION OF COUNSEL – Form L

[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
Strategic Projects Division
125 East 11th Street
Austin, TX 78701

Re: Development Agreement and Capital Maintenance Agreement (“CMA”) (collectively, “the Agreements”) for the Grand Parkway Project 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(b) of the Instructions to Proposers of that certain Request for Proposals issued by the Texas Department of Transportation (“TxDOT”) on _____, 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]

DEVELOPMENT PRICE – Form M-1

Grand Parkway Project Development Agreement	Amount	NPV
Base <u>Development Price (A)</u>		From Form M-2
Option Price (B)		From Form M-3
Development Price = (A) + (B)		

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 payments and NPV calculations are shown on Form M-2 and Form M-3.

TOTAL DEVELOPMENT PRICE BREAKDOWN – Form M-1.1

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	\$0	\$0	\$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				
18	Landscaping Allowance				\$4,500,000
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 25)				
	Subtotal	\$0	\$0	\$0	\$0
Total Price (Line 8 + Line 25)		TOTAL			
		\$0	\$0	\$0	\$0

Note: Proposer shall include amounts in year-of-expenditure dollars.

ATC ADJUSTMENT – Form M-1.2

Grand Parkway Project

ATC Adjustment for Additional Impact to TxDOT Associated with Approved ATC's

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

DEVELOPER DRAWS/CASH FLOW TABLES (BASE PRICE/BASE DEVELOPMENT PRICE) – Form M-2

DEVELOPER DRAWS/CASH FLOW TABLES (BASE PRICE/BASE DEVELOPMENT PRICE) - Form M-2

**Grand Parkway
Comprehensive Development Agreement Request for Detailed Proposals
Texas Department of Transportation**

Cash Flow Adjustment Table / Total Maximum Payment Schedule for Segments F-1, F-2 and G

(all figures are in U.S. dollars, nominal)

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	0.0%	0.97988	\$0.00
2	\$0.00	\$0.00	0.0%	0.97590	\$0.00
3	\$0.00	\$0.00	0.0%	0.97194	\$0.00
4	\$0.00	\$0.00	0.0%	0.96800	\$0.00
5	\$0.00	\$0.00	0.0%	0.96407	\$0.00
6	\$0.00	\$0.00	0.0%	0.96016	\$0.00
7	\$0.00	\$0.00	0.0%	0.95626	\$0.00
8	\$0.00	\$0.00	0.0%	0.95238	\$0.00
9	\$0.00	\$0.00	0.0%	0.94852	\$0.00
10	\$0.00	\$0.00	0.0%	0.94467	\$0.00
11	\$0.00	\$0.00	0.0%	0.94083	\$0.00
12	\$0.00	\$0.00	0.0%	0.93702	\$0.00
13	\$0.00	\$0.00	0.0%	0.93322	\$0.00
14	\$0.00	\$0.00	0.0%	0.92943	\$0.00
15	\$0.00	\$0.00	0.0%	0.92566	\$0.00
16	\$0.00	\$0.00	0.0%	0.92190	\$0.00
17	\$0.00	\$0.00	0.0%	0.91816	\$0.00
18	\$0.00	\$0.00	0.0%	0.91444	\$0.00
19	\$0.00	\$0.00	0.0%	0.91072	\$0.00
20	\$0.00	\$0.00	0.0%	0.90703	\$0.00
21	\$0.00	\$0.00	0.0%	0.90335	\$0.00

22	\$0.00	\$0.00
23	\$0.00	\$0.00
24	\$0.00	\$0.00
25	\$0.00	\$0.00
26	\$0.00	\$0.00
27	\$0.00	\$0.00
28	\$0.00	\$0.00
29	\$0.00	\$0.00
30	\$0.00	\$0.00
31	\$0.00	\$0.00

0.0%
0.0%
0.0%
0.0%
0.0%
0.0%
0.0%
0.0%
0.0%
0.0%
0.0%

0.89968
0.89603
0.89240
0.88878
0.88517
0.88158
0.87800
0.87444
0.87089
0.86736

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTALS

\$0.00

Nominal Development Payments
To Form M-1

\$0.00

PV of Development Payments
To Form M-1

Notes:

- (1) Discount factor is from Proposal Due Date plus the number of months after NTP1

Form M-2 (a)

DEVELOPER DRAWS/CASH FLOW TABLES (~~BASE PRICE~~BASE DEVELOPMENT PRICE) - Form M-2 (a)

**Grand Parkway
Comprehensive Development Agreement Request for Detailed Proposals
Texas Department of Transportation**

Cash Flow Adjustment Table / Total Maximum Payment Schedule for Segment F-1

(all figures are in U.S. dollars, nominal)

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) Anticipated Draw / Cash Flow	PV of
1	\$0.00	\$0.00	0.0%	0.97988		\$0.00
2	\$0.00	\$0.00	0.0%	0.97590		\$0.00
3	\$0.00	\$0.00	0.0%	0.97194		\$0.00
4	\$0.00	\$0.00	0.0%	0.96800		\$0.00
5	\$0.00	\$0.00	0.0%	0.96407		\$0.00
6	\$0.00	\$0.00	0.0%	0.96016		\$0.00
7	\$0.00	\$0.00	0.0%	0.95626		\$0.00
8	\$0.00	\$0.00	0.0%	0.95238		\$0.00
9	\$0.00	\$0.00	0.0%	0.94852		\$0.00
10	\$0.00	\$0.00	0.0%	0.94467		\$0.00
11	\$0.00	\$0.00	0.0%	0.94083		\$0.00
12	\$0.00	\$0.00	0.0%	0.93702		\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
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						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

24	\$0.00	\$0.00
25	\$0.00	\$0.00
26	\$0.00	\$0.00
27	\$0.00	\$0.00
28	\$0.00	\$0.00
29	\$0.00	\$0.00
30	\$0.00	\$0.00
31	\$0.00	\$0.00

0.0%
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0.89603
0.89240
0.88878
0.88517
0.88158
0.87800
0.87444
0.87089
0.86736

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTALS

\$0.00

Nominal Development Payments
Consolidated on Form M-2

\$0.00

PV of Development Payments
Consolidated on Form M-2

Notes:

- (1) Discount factor is from Proposal Due Date plus the number of months after NTP1

Form M-2 (b)

DEVELOPER DRAWS/CASH FLOW TABLES (~~BASE PRICE~~BASE DEVELOPMENT PRICE) - Form M-2 (b)

Grand Parkway

Comprehensive Development Agreement Request for Detailed Proposals

Texas Department of Transportation

Cash Flow Adjustment Table / Total Maximum Payment Schedule for Segment F-2

(all figures are in thousands of U.S. dollars, nominal)

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) Anticipated Draw / Cash Flow	PV of Anticipated Draw / Cash Flow
1	\$0.00	\$0.00	0.0%	0.97988		\$0.00
2	\$0.00	\$0.00	0.0%	0.97590		\$0.00
3	\$0.00	\$0.00	0.0%	0.97194		\$0.00
4	\$0.00	\$0.00	0.0%	0.96800		\$0.00
5	\$0.00	\$0.00	0.0%	0.96407		\$0.00
6	\$0.00	\$0.00	0.0%	0.96016		\$0.00
7	\$0.00	\$0.00	0.0%	0.95626		\$0.00
8	\$0.00	\$0.00	0.0%	0.95238		\$0.00
9	\$0.00	\$0.00	0.0%	0.94852		\$0.00
10	\$0.00	\$0.00	0.0%	0.94467		\$0.00
11	\$0.00	\$0.00	0.0%	0.94083		\$0.00
12	\$0.00	\$0.00	0.0%	0.93702		\$0.00
13	\$0.00	\$0.00	0.0%	0.93322		\$0.00
14	\$0.00	\$0.00	0.0%	0.92943		\$0.00
15	\$0.00	\$0.00	0.0%	0.92566		\$0.00
16	\$0.00	\$0.00	0.0%	0.92190		\$0.00
17	\$0.00	\$0.00	0.0%	0.91816		\$0.00
18	\$0.00	\$0.00	0.0%	0.91444		\$0.00
19	\$0.00	\$0.00	0.0%	0.91072		\$0.00
20	\$0.00	\$0.00	0.0%	0.90703		\$0.00
21	\$0.00	\$0.00	0.0%	0.90335		\$0.00

25	\$0.00	\$0.00
26	\$0.00	\$0.00
27	\$0.00	\$0.00
28	\$0.00	\$0.00
29	\$0.00	\$0.00
30	\$0.00	\$0.00
31	\$0.00	\$0.00

0.0%
0.0%
0.0%
0.0%
0.0%
0.0%
0.0%

0.88878
0.88517
0.88158
0.87800
0.87444
0.87089
0.86736

TOTALS

\$0.00

Nominal Development Payments
Consolidated on Form M-2

\$0.00

PV of Development Payments
Consolidated on Form M-2

Notes:

(1) Discount factor is from Proposal Due Date plus the number of months after NTP1

Form M-2 (c)

DEVELOPER DRAWS/CASH FLOW TABLES (~~BASE PRICE~~ BASE DEVELOPMENT PRICE) - Form M-2 (c)

Grand Parkway

Comprehensive Development Agreement Request for Detailed Proposals

Texas Department of Transportation

Cash Flow Adjustment Table / Total Maximum Payment Schedule for Segment G

(all figures are in U.S. dollars, nominal)

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) Anticipated Draw / Cash Flow	PV of
1	\$0.00	\$0.00	0.0%	0.97988		\$0.00
2	\$0.00	\$0.00	0.0%	0.97590		\$0.00
3	\$0.00	\$0.00	0.0%	0.97194		\$0.00
4	\$0.00	\$0.00	0.0%	0.96800		\$0.00
5	\$0.00	\$0.00	0.0%	0.96407		\$0.00
6	\$0.00	\$0.00	0.0%	0.96016		\$0.00
7	\$0.00	\$0.00	0.0%	0.95626		\$0.00
8	\$0.00	\$0.00	0.0%	0.95238		\$0.00
9	\$0.00	\$0.00	0.0%	0.94852		\$0.00
10	\$0.00	\$0.00	0.0%	0.94467		\$0.00
11	\$0.00	\$0.00	0.0%	0.94083		\$0.00
12	\$0.00	\$0.00	0.0%	0.93702		\$0.00
13	\$0.00	\$0.00	0.0%	0.93322		\$0.00
14	\$0.00	\$0.00	0.0%	0.92943		\$0.00
15	\$0.00	\$0.00	0.0%	0.92566		\$0.00
16	\$0.00	\$0.00	0.0%	0.92190		\$0.00
17	\$0.00	\$0.00	0.0%	0.91816		\$0.00
18	\$0.00	\$0.00	0.0%	0.91444		\$0.00
19	\$0.00	\$0.00	0.0%	0.91072		\$0.00
20	\$0.00	\$0.00	0.0%	0.90703		\$0.00
21	\$0.00	\$0.00	0.0%	0.90335		\$0.00
22	\$0.00	\$0.00	0.0%	0.89968		\$0.00

25	\$0.00	\$0.00
26	\$0.00	\$0.00
27	\$0.00	\$0.00
28	\$0.00	\$0.00
29	\$0.00	\$0.00
30	\$0.00	\$0.00
31	\$0.00	\$0.00

0.0%
0.0%
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0.0%

0.88878
0.88517
0.88158
0.87800
0.87444
0.87089
0.86736

TOTALS

\$0.00

Nominal Development Payments
Consolidated on Form M-2

\$0.00

PV of Development Payments
Consolidated on Form M-2

Notes:

- (1) Discount factor is from Proposal Due Date plus the number of months after NTP1

DEVELOPER DRAWS/CASH FLOW TABLES (OPTIONS 1, 2 AND 3) – Form M-3

DEVELOPER DRAWS/CASH FLOW TABLES (BASE PRICE/ BASE DEVELOPMENT PRICE) - Form M-3 (OPTIONS 1, 2 AND 3)

Grand Parkway

Comprehensive Development Agreement Request for Detailed Proposals

Texas Department of Transportation

Cash Flow Adjustment Table / Total Maximum Payment Schedule for Segment G

(all figures are in U.S. dollars, nominal)

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) Anticipated Draw / Cash Flow	PV of Anticipated Draw / Cash Flow
1	\$0.00	\$0.00	0.0%	0.97988		\$0.00
2	\$0.00	\$0.00	0.0%	0.97590		\$0.00
3	\$0.00	\$0.00	0.0%	0.97194		\$0.00
4	\$0.00	\$0.00	0.0%	0.96800		\$0.00
5	\$0.00	\$0.00	0.0%	0.96407		\$0.00
6	\$0.00	\$0.00	0.0%	0.96016		\$0.00
7	\$0.00	\$0.00	0.0%	0.95626		\$0.00
8	\$0.00	\$0.00	0.0%	0.95238		\$0.00
9	\$0.00	\$0.00	0.0%	0.94852		\$0.00
10	\$0.00	\$0.00	0.0%	0.94467		\$0.00
11	\$0.00	\$0.00	0.0%	0.94083		\$0.00
12	\$0.00	\$0.00	0.0%	0.93702		\$0.00
13	\$0.00	\$0.00	0.0%	0.93322		\$0.00
14	\$0.00	\$0.00	0.0%	0.92943		\$0.00
15	\$0.00	\$0.00	0.0%	0.92566		\$0.00
16	\$0.00	\$0.00	0.0%	0.92190		\$0.00
17	\$0.00	\$0.00	0.0%	0.91816		\$0.00
18	\$0.00	\$0.00	0.0%	0.91444		\$0.00
19	\$0.00	\$0.00	0.0%	0.91072		\$0.00
20	\$0.00	\$0.00	0.0%	0.90703		\$0.00
21	\$0.00	\$0.00	0.0%	0.90335		\$0.00
22	\$0.00	\$0.00	0.0%	0.89968		\$0.00

25	\$0.00	\$0.00
26	\$0.00	\$0.00
27	\$0.00	\$0.00
28	\$0.00	\$0.00
29	\$0.00	\$0.00
30	\$0.00	\$0.00
31	\$0.00	\$0.00

0.0%
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0.0%

0.88878
0.88517
0.88158
0.87800
0.87444
0.87089
0.86736

TOTALS

\$0.00

Nominal Development Payments
To Form M-1

\$0.00

PV of Development Payments
To Form M-1

Notes:

- (1) Discount factor is from Proposal Due Date plus the number of months after NTP1

Form M-3 (a)

DEVELOPER DRAWS/CASH FLOW TABLES (BASE PRICE ~~BASE DEVELOPMENT PRICE~~) - Form M-3 (a) (OPTION 1)

Grand Parkway

Comprehensive Development Agreement Request for Detailed Proposals

Texas Department of Transportation

Cash Flow Adjustment Table / Total Maximum Payment Schedule for Segment G

(all figures are in U.S. dollars, nominal)

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	0.0%	0.97988	\$0.00
2	\$0.00	\$0.00	0.0%	0.97590	\$0.00
3	\$0.00	\$0.00	0.0%	0.97194	\$0.00
4	\$0.00	\$0.00	0.0%	0.96800	\$0.00
5	\$0.00	\$0.00	0.0%	0.96407	\$0.00
6	\$0.00	\$0.00	0.0%	0.96016	\$0.00
7	\$0.00	\$0.00	0.0%	0.95626	\$0.00
8	\$0.00	\$0.00	0.0%	0.95238	\$0.00
9	\$0.00	\$0.00	0.0%	0.94852	\$0.00
10	\$0.00	\$0.00	0.0%	0.94467	\$0.00
11	\$0.00	\$0.00	0.0%	0.94083	\$0.00
12	\$0.00	\$0.00	0.0%	0.93702	\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

25	\$0.00	\$0.00
26	\$0.00	\$0.00
27	\$0.00	\$0.00
28	\$0.00	\$0.00
29	\$0.00	\$0.00
30	\$0.00	\$0.00
31	\$0.00	\$0.00

0.0%
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0.0%

0.88878
0.88517
0.88158
0.87800
0.87444
0.87089
0.86736

TOTALS

\$0.00

Nominal Development Payments
Consolidated on Form M-3

\$0.00

PV of Development Payments
Consolidated on Form M-3

Notes:

- (1) Discount factor is from Proposal Due Date plus the number of months after NTP1

Form M-3 (b)

DEVELOPER DRAWS/CASH FLOW TABLES (~~BASE PRICE~~ BASE DEVELOPMENT PRICE) - Form M-3 (b) (OPTION 2)

Grand Parkway

Comprehensive Development Agreement Request for Detailed Proposals

Texas Department of Transportation

Cash Flow Adjustment Table / Total Maximum Payment Schedule for Segment G

(all figures are in U.S. dollars, nominal)

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) Anticipated Draw / Cash Flow	PV of Anticipated Draw / Cash Flow
1	\$0.00	\$0.00	0.0%	0.97988		\$0.00
2	\$0.00	\$0.00	0.0%	0.97590		\$0.00
3	\$0.00	\$0.00	0.0%	0.97194		\$0.00
4	\$0.00	\$0.00	0.0%	0.96800		\$0.00
5	\$0.00	\$0.00	0.0%	0.96407		\$0.00
6	\$0.00	\$0.00	0.0%	0.96016		\$0.00
7	\$0.00	\$0.00	0.0%	0.95626		\$0.00
8	\$0.00	\$0.00	0.0%	0.95238		\$0.00
9	\$0.00	\$0.00	0.0%	0.94852		\$0.00
10	\$0.00	\$0.00	0.0%	0.94467		\$0.00
11	\$0.00	\$0.00	0.0%	0.94083		\$0.00
12	\$0.00	\$0.00	0.0%	0.93702		\$0.00
13	\$0.00	\$0.00	0.0%	0.93322		\$0.00
14	\$0.00	\$0.00	0.0%	0.92943		\$0.00
15	\$0.00	\$0.00	0.0%	0.92566		\$0.00
16	\$0.00	\$0.00	0.0%	0.92190		\$0.00
17	\$0.00	\$0.00	0.0%	0.91816		\$0.00
18	\$0.00	\$0.00	0.0%	0.91444		\$0.00
19	\$0.00	\$0.00	0.0%	0.91072		\$0.00
20	\$0.00	\$0.00	0.0%	0.90703		\$0.00
21	\$0.00	\$0.00	0.0%	0.90335		\$0.00

25	\$0.00	\$0.00
26	\$0.00	\$0.00
27	\$0.00	\$0.00
28	\$0.00	\$0.00
29	\$0.00	\$0.00
30	\$0.00	\$0.00
31	\$0.00	\$0.00

0.0%
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0.0%
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0.88878
0.88517
0.88158
0.87800
0.87444
0.87089
0.86736

TOTALS

\$0.00

Nominal Development Payments
Consolidated on Form M-3

\$0.00

PV of Development Payments
Consolidated on Form M-3

Notes:

(1) Discount factor is from Proposal Due Date plus the number of months after NTP1

Form M-3 (c)

DEVELOPER DRAWS/CASH FLOW TABLES (~~BASE PRICE~~ BASE DEVELOPMENT PRICE) - Form M-3 (c) (OPTION 3)

Grand Parkway

Comprehensive Development Agreement Request for Detailed Proposals

Texas Department of Transportation

Cash Flow Adjustment Table / Total Maximum Payment Schedule for Segment G

(all figures are in U.S. dollars, nominal)

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) Anticipated Draw / Cash Flow	PV of Anticipated Draw / Cash Flow
1	\$0.00	\$0.00	0.0%	0.97988		\$0.00
2	\$0.00	\$0.00	0.0%	0.97590		\$0.00
3	\$0.00	\$0.00	0.0%	0.97194		\$0.00
4	\$0.00	\$0.00	0.0%	0.96800		\$0.00
5	\$0.00	\$0.00	0.0%	0.96407		\$0.00
6	\$0.00	\$0.00	0.0%	0.96016		\$0.00
7	\$0.00	\$0.00	0.0%	0.95626		\$0.00
8	\$0.00	\$0.00	0.0%	0.95238		\$0.00
9	\$0.00	\$0.00	0.0%	0.94852		\$0.00
10	\$0.00	\$0.00	0.0%	0.94467		\$0.00
11	\$0.00	\$0.00	0.0%	0.94083		\$0.00
12	\$0.00	\$0.00	0.0%	0.93702		\$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

25	\$0.00	\$0.00
26	\$0.00	\$0.00
27	\$0.00	\$0.00
28	\$0.00	\$0.00
29	\$0.00	\$0.00
30	\$0.00	\$0.00
31	\$0.00	\$0.00

0.0%
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0.88878
0.88517
0.88158
0.87800
0.87444
0.87089
0.86736

TOTALS

\$0.00

Nominal Development Payments
Consolidated on Form M-3

\$0.00

PV of Development Payments
Consolidated on Form M-3

Notes:

(1) Discount factor is from Proposal Due Date plus the number of months after NTP1

MAINTENANCE PRICE – Form N

Item	Annual Expenditure			Total cost (D)=(5×A)+ (5×B)+(5×C)
	Years 1-5 (A)	Years 6-10 (B)	Years 11-15 (C)	
Roadway				
Segment F-1				
Segment F-2				
Segment G				
Drainage Facilities				
Segment F-1				
Segment F-2				
Segment G				
Structures				
Segment F-1				
Segment F-2				
Segment G				
Earthworks, Embankments and Cuttings				
Segment F-1				
Segment F-2				
Segment G				
Administrative, bonds, insurance and other costs not listed above				
Segment F-1				
Segment F-2				
Segment G				
Total Annual Cost				
Total Segment F-1				
Total Segment F-2				
Total Segment G				

Notes:

- (1) Annual expenditures are presented as of Proposal Due Date
- (2) Years in the table refers to the number of years after Substantial Completion of the applicable Segment

MAINTENANCE OPTION PRICE (OPTION A) – Form N-1

Grand Parkway

Comprehensive Development Agreement Request for Detailed Proposals

Texas Department of Transportation

(in U.S. dollars Year ____)

Capital Maintenance Price, Years 1 to 5		From Form N-1.1
Capital Maintenance Price, Years 6 to 10		From Form N-1.1
Capital Maintenance Price, Years 11 to 15		From Form N-1.1
Total Capital Maintenance Price, Years 1 to 15	0	From Form N-1.1

Notes:

- (1) Annual expenditures are presented as of Price Proposal Due Date
- (2) Years in the table refers to the number of years after the date that is one year after Final Acceptance of the applicable Segment
- (3) Annual expenditures represent the incremental difference in the annual maintenance price for Segment G set forth in Form N due to the exercise of Option A

Form N-1.1

Capital Maintenance Price Breakdown

Grand Parkway

Comprehensive Development Agreement
Request for Detailed Proposals

Texas Department of Transportation

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

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	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.

MAINTENANCE OPTION PRICE (OPTION B) – Form N-2

Item	Annual Expenditure			Total cost (D)=(5×A)+ (5×B)+(5×C)
	Years 1-5 (A)	Years 6-10 (B)	Years 11-15 (C)	
Roadway				
Drainage Facilities				
Structures				
Earthworks, Embankments and Cuttings				
Administrative, bonds, insurance and other costs not listed above				
Total Annual Cost				

Notes:

- (1) Annual expenditures are presented as of Price Proposal Due Date
- (2) Years in the table refers to the number of years after the date that is one year after Final Acceptance of the applicable Segment
- (3) Annual expenditures represent the incremental difference in the annual maintenance price for Segment G set forth in Form N due to the exercise of Option B

MAINTENANCE OPTION PRICE (OPTION C) – Form N-3

Item	Annual Expenditure			Total cost (D)=(5×A)+ (5×B)+(5×C)
	Years 1-5 (A)	Years 6-10 (B)	Years 11-15 (C)	
Roadway				
Drainage Facilities				
Structures				
Earthworks, Embankments and Cuttings				
Administrative, bonds, insurance and other costs not listed above				
Total Annual Cost				

Notes:

- (1) Annual expenditures are presented as of Price Proposal Due Date
- (2) Years in the table refers to the number of years after the date that is one year after Final Acceptance of the applicable Segment
- (3) Annual expenditures represent the incremental difference in the annual maintenance price for Segment G set forth in Form N due to the exercise of Option C

SUBSTANTIAL COMPLETION DEADLINE(S) – Form O

Description	Substantial Completion Date
TxDOT Last Allowable Date for Substantial Completion for all Segments	NTP1 plus <u>1092942</u> calendar days
Proposal Commitment Date for Substantial Completion for Segment F-1	NTP1 plus _____ calendar days
Proposal Commitment Date for Substantial Completion for Segment F-2	NTP1 plus _____ calendar days
Proposal Commitment Date for Substantial Completion for Segment G ¹	NTP1 plus _____ calendar days

¹ Pursuant to Section 20.1.1.1 of the Development Agreement, Developer shall achieve Substantial Completion of Segment G on or before the date of Substantial Completion of Segment F-1 or F-2, whichever is earlier.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – Form P

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.

KEY SUBCONTRACTORS – FORM Q

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:

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING –
Form R**

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: _____, 201~~208~~2

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 all partners, members or joint venturers of the Proposer and all other Major Participant]

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS – FORM S

**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)

(Name of Developer)

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 Major Participant is unable to certify to any of the statements in this certification, such prospective Major Participant 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.

GUARANTOR COMMITMENT LETTER – Form U

[DATE]

Mr. Eddie Sanchez, P.E.
Texas Department of Transportation
Major Projects Office
7721 Washington Ave
Houston, TX 77007

RE: Guarantor Commitment to Provide Parent Guaranty for the SH 99 Grand Parkway Project

Dear Mr. Sanchez:

[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 SH 99 Grand Parkway 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
appropriate] in the form of [insert Exhibit 13 to the Development Agreement and/or Exhibit 9 of the
Capital Maintenance Agreement, as applicable]. 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.]