

January 6, 2012

RE: Grand Parkway Project

To Whom It May Concern:

In order to foster robust competition and to ensure quality submittals are received reflecting the best teaming arrangements, TxDOT has determined it is in the best interests of the State to extend the QS Due Date by two weeks. Accordingly, this Addendum #2 to the RFQ is issued to revise the QS Due Date to be February 1, 2012 at 3:00 p.m. cst.

We look forward to receiving the Qualifications Submittals for this high priority Project.

Sincerely,

Eddie Sanchez, P.E.
Director of the Major Projects Office,
Houston District

Attachments

REQUEST FOR QUOTATIONS

**FOR DEVELOPMENT, DESIGN AND CONSTRUCTION, AND
PROVISION OF FINANCIAL ASSISTANCE, PER THE
MOUNTAIN**

**THE
GRANDPARKWAY PROJECT**

THROUGH

PUBLIC PRIVATE PARTNERSHIP AGREEMENT

TEXAS DEPARTMENT OF TRANSPORTATION

ADDENDUM #2

ISSUED SEPTEMBER 6, 2012

REGARDING ISSUED NOVEMBER 18, 2011

**Texas Department of Transportation
125 East 11th Street—Fifth Floor
Austin, Texas 787 1**

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- Exhibi A P ojec Ma
- Exhibi B-1 Te Shee fo DBA
- Exhibi B-2 Te Shee fo CMA
- Exhibi B-3 Te Shee fo Toll Co cessio P3A
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Forms:

- Fo A T a s i al L e e
- Fo B I fo a io Rega di g P o ose , Equi Me be s, Majo No -Equi Me be s a d Majo Ide ified No -Equi Me be s
- Fo C Ce ifica io
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- Fo E-1 Tech ical Ex e ie ce - Desig
- Fo E-2 Tech ical Ex e ie ce - Co s uc io
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PART BACKGROUND AND INSTRUCTIONS

1. INTRODUCTION

The Texas Department of Transportation ("TxDOT"), an agency of the State of Texas, hereby requests the sealed submission of qualifications ("QSs") for entities ("Proposers") desiring to develop, design and construct, and/or, operate, finance, operate and/or maintain the proposed association facilities along a portion of the State Highway (SH) 99, the Grand Parkway (effective on the date of the "Project"), pursuant to a Public-Private Partnership Agreement ("P3A"). Development of the Project is a crucial element in the ongoing economic development of the Houston metropolitan area.

TxDOT is issuing this Request for Qualifications ("RFQ") in accordance with the provisions of Chapter 223 of the Texas Transportation Code (the "Code") (which can be found at <http://www.sos.state.tx.us/Docs/TN/html/TN.223.htm>); Sections 9.6, 27.1-27.9 and 27.90-27.92 of Title 43, Texas Administrative Code (the "Rules") (available at <http://i.foia.state.tx.us/ls/sub/eadacsex.view.ac>); and other applicable provisions of law. Proposers should indicate on this RFQ whether they intend to submit detailed proposals ("Proposals") in response to a request for detailed proposals ("RFP"). A copy of the Texas Transportation Commission's (the "Commission") Minute Order 112629 dated March 31, 2011 authorizing issuance of the RFQ is available at http://www.xdo.gov/about_us/commission/2011_eetags/documents/minute_order/31/7b.df. A copy of the Commission's Minute Order 112725 dated June 30, 2011 authorizing development of the portion of the Grand Parkway located within the Morgan Coulee is available at http://www.xdo.gov/about_us/commission/2011_eetags/documents/minute_order/ju30/7b.df.

TxDOT has determined that giving the private sector additional flexibility in providing infrastructure is the best way to encourage cost-effective and expedient delivery of this Project, achieve the Project goals, and expedite construction relief to the public. Through the RFP, TxDOT will seek Proposals to develop the Project through design-build or full toll concession delivery approaches.

This RFQ provides private sector developers the opportunity to submit one or more QSs (for one or both of the two delivery methods under consideration.) **Proposers must submit a full and complete separate QS, meeting the requirements herein, for each delivery model for which they wish to be considered for**

shortlisting. Proposer may submit no more than one QS for each delivery model for which it wishes to be considered for shortlisting.

TxDOT has assembled a set of documents relating to the Project (the "Project Documents"). The Project Documents will be made available to prospective Proposers upon issuance of this RFQ at www.xdo.gov/gadpa kwa .h ("Project Website"). Proposers are requested to copy disks of available documents to contact TxDOT at the following address:

Texas Department of Transportation
Major Projects Office
7721 Washington Ave. Houston, Texas 77007
Attn: Mr. Eddie Sanchez, P.E.
E-mail: TxDOT-HOU-PPP-Gadpa kwa @xdo.gov

TxDOT will charge \$25.00 for the costs of providing electronic copies of the Project Documents.

2. DESCRIPTION OF THE PROJECT AND OPPORTUNITY

SH 99 is a proposed 180-mile circumferential highway encircling seven counties in the Houston metropolitan area. It is divided into 11 segments designed although I-2 as depicted on the attached as Exhibit A ("Gadpa kwa Map"). All segments of the project are defined in this RFQ as the "Gadpa kwa." The Gadpa kwa segment is a variable width, six-lane divided dual carriageway with a design speed of 75 mph and will be constructed with design-build. As described herein, TxDOT has been authorized to oversee the development and construction of the project of the Gadpa kwa which is the subject of this RFQ.

In accordance with Texas Transportation Code Section 228.0111, TxDOT and the counties in which the Gadpa kwa is situated have entered into a Make Valuation Waive Agreement ("MVW Agreement"). The March 25, 2009 MVW Agreement defines the "Milestone" and the "Ultimate Milestone" of the Gadpa kwa. In addition, the MVW Agreement includes certain provisions, conditions and guidelines for development, construction and operation of the Gadpa kwa. A copy of the MVW Agreement is included in the Project Documents.

2.1 Project Goals

The following objectives have been developed for the Gadpa kwa.

1. Build the Gadpa kwa Milestone as quickly as possible.
2. Achieve right-of-way acquisition of the Ultimate Milestone as quickly as possible.

- Deliver the Uli a e Sco e whe de a d wa a s, eve ues a e suffice o cove o e a io s a d ai e a ce cos s a di ove e s ca be fi a ced.

The followi g objec ives have bee develo ed fo he P ojec .

- Efficie l utilize i ova ive fu di g esou ces o delive a quali ojec ha will se ve o e ha ce he fu di g of fu u e i ove e s.
- Co lle e he P ojec o schedule a d o he highes deg ee of quali ossible.
- I ove ove all obili a d accessibili wi hi he P ojec a ea b ovidi g fo addio al a s o a io ou es a d i ceased ca aci o ee cu e a d fu u e avel de a ds.
- I ove s se li kages be wee he P ojec seg e s o i c ease ove all level of se vice o o o is s.
- I c ease egio al a d local safe b i i izi g s o -a d-go affic co di io s o i i ize c ash a es a d co ges io du i g eak i es a d i he eve of ass e e ge c evacua io s. Dive affic fo a allel oadwa s wi h high accide a es.
- Ex a d a d sus ai eco o ic o o u i ies i he egio b i ovi g he obili of e so s a d goods, he eb i i izi g ba ie s be wee busi ess, co su e s a d a s o a io i f as uc u e.
- Mai ai a safe e vi o e fo all P ojec e so el a d he ublic a all i es.
- Mi i ize i co ve ie ce o su ou di g co u i ies du i g co s uc io .
- Co ibu e o ai quali a ai e goals i he egio .

2.2 Description of the Proposed Contracting Opportunity

TxDOT i e ds, h ough his ocu e e , o e e i o a P3A wi h a i va e develo e o co so ia ("Develo e ") ha will esul i he achieve e of P ojec goals s a ed above. TxDOT a ici a es seeki g P o osals fo he P ojec a d, af e P o osals a e evalua ed, selec i g o e of wo fo s fo he P3A: ei he a desig -build P3A o ll co cessio P3A as desc ibed below. P o ose s es o di g o his RFQ a sub i a si gle QS fo o e of he delive odels u de co side a io o a sub i wo QSs, o e fo each of hese o e ial ojec delive o io s.

2.2.1 Design-Build Opportunity

TxDOT currently allows the design-build P3A will include a design-build agreement ("DBA") and a contractual agreement ("CMA"). The form of the design-build P3A will obligate the Developer to: (1) develop, design and construct the Project; and (2) as TxDOT's sole owner, effectively own the Project for a period of time to be determined by TxDOT, but not to exceed 15 years. TxDOT currently allows the DBA will include a fixed price contract for the Project. The DBA will set forth the terms of the Developer's contract which are currently anticipated to be based on gross assets with a unitary structure. Prospective bidders are advised to review the draft Terms and Conditions for DBA attached as Exhibit B-1 for additional details regarding the Developer's anticipated obligations and responsibilities.

The CMA will address the terms and conditions of completed Project facilities in one of several ways, including (i) giving TxDOT the sole right to own all rights and responsibilities; (ii) giving TxDOT the sole right to exercise ownership or ownership of the Developer's assets and responsibilities for a specified period; and (iii) equipping the Developer to provide certain Project warranties for a specified period. With respect to the contractual agreement, it is currently anticipated that TxDOT will hold the five-year term, exercisable by TxDOT, in its sole discretion, or equip the Developer to effectively own the Project. The exercise of ownership shall be equitably TxDOT to exercise authority. Further, TxDOT does not anticipate exercising subsequent contractual obligations if a third party has been exercised. Shortlisted Prospective bidders will be required to provide pricing for the overall contractual agreement as a part of the submission of their proposals. Prospective bidders are advised to review the draft Terms and Conditions for CMA attached as Exhibit B-2 for additional details regarding the Developer's anticipated obligations and responsibilities. Further, conditions of award are expected to include the award of the award agreement and responsibilities will be set forth in the details of the RFP.

2.2.2 Toll Concession Opportunity

If TxDOT should utilize a full toll concession approach, it is anticipated that the P3A for the Project will grant a concession to the Developer for a term of up to 52 years and obligate the Developer to (i) develop, design and construct the Project, (ii) invest equity and provide financing for such investments, and (iii) own and operate the Project, including ownership and association for age roads. The concession P3A will grant the Developer the right to collect tolls for use of the Project during the term, subject to a revenue sharing agreement with TxDOT. Prospective bidders are advised to review the draft Terms and Conditions for Toll Concession P3A attached as Exhibit B-3 for further details regarding the obligations of the Developer.

2.2.3 SB 142 Committee and Determination of Delivery Model

As enacted by SB 1420, which was passed in the recent Texas legislative session, a committee (the "SB 1420 Committee"), composed of representatives from TxDOT, HCTRA, MCTRA and HGAC, was formed to determine (i) the delivery model of the Project's financial risk, (ii) the method of financing for the Project, and (iii) the logistics and methodology to be used for the Project. The Texas Transportation Committee has adopted rules of procedure and processes and procedures under which the SB 1420 Committee will operate.

TxDOT, as a member of the SB 1420 Committee, is working with the SB 1420 Committee to make the delivery model selected lawfully will result in the selection of a design-build approach: a design-build approach, a full construction approach or a approach where the design-build and construction models combine again so as to be. TxDOT anticipates that the SB 1420 Committee will make its delivery model selection in the near future, in connection with the RFP. If the SB 1420 Committee does not make a delivery model selection in connection with the RFP, TxDOT currently intends to move forward with a approach that solicits both design-build and construction proposals in the RFP.

If the approach moves forward with a approach where both proposals for both design-build and construction methodologies are solicited, TxDOT intends to publish in the RFP a methodology for evaluating bids in a clear and concise manner that will result in the selection of the proposal, regardless of delivery model, that provides the best value to the State. See Part A, Section 3.1 for further information regarding the overall approach process, the RFP and the proposal evaluation process.

2.3 Project Scope

2.3.1 Design-Build Scope

Under a design-build approach, the Developer's scope for the Project will include the design, construction, operation, maintenance, and performance of Segments F-1, F-2 and G of the Grand Parkway. The Developer's design, construction and maintenance responsibilities will include Segment D and E. The Developer will be responsible for coordinating the construction with the Segment E contractor as the easement holder of Segment E.

2.3.2 Toll Concession Scope

Under a full construction approach, the scope of the Developer's obligations for the Project include the development, design, construction, financing, operation, and maintenance of portions of the Grand Parkway for the operation of Segment D, Harris County Segment G, Montgomery County. Portions of the

Grand Parkway to be financed and included in the toll collection Project scope and described as follows:

- Segments for development, design and construction: Segments F-1, F-2 and G are to be designed and constructed under the P3A.
- Segments for Operation and Maintenance: The portion of Segment D from north of FM 1093 in Fort Bend County, Segment E, Segments F-1, F-2, and G are to be operated and maintained under the P3A. Under separate contracts, TxDOT is completing construction of Segments D and E in Harris County which will be leased to the Developer.

2.3.3 Project Overview

The following table provides additional information regarding the proposed scope for the Project, including segment lengths, limits, direct connectors, status of environmental approvals, and environmental milestones and dates for segments. Each segment in the proposed scope for the initial Project includes four related lanes.

Table 2.1 Project Overview

| Segment | Length (miles) | Limits | Initial Direct Connectors | Status of Environmental Approvals | Target Opening Date |
|------------------------|----------------|---|---|--|--|
| Segment D | — | @ IH 10 | 2 @ IH 10 South of IH 10 NB-EB WB-SB | (1) FONSI received in 9/2008 IH 10 re-evaluation approval | Phase 1: Open Phase 2: 1Q 2012 |
| Segment D | 0.9 | North of Kingsland Blvd to Colonial Parkway | | (1) FONSI received in 9/2008 IH 10 re-evaluation approval | Phase 1: Open Phase 2: Summer 2013 |
| Segment D | — | @ IH 10 | 4 DC's | IH 10 re-evaluation approval | Lease 2Q 2012 Open 4Q 2013 |
| Segment E ¹ | 15.3 | IH 10 West of US 290 | 2 @ IH 10 W 4 @ US 290 | (1) ROD received in 6/2008 (2) Reevaluation and revised ROD in 6/2009 (3) Issuance of USACE Section 404 individual in 6/20/2011 | Winter 2014 |
| Segment F-1 | 12.1 | US 290 to SH 249 | 4 @ US 290 | (1) ROD received in 11/2008 (2) Reevaluation and revised ROD in 6/09 (3) Anticipated additional environmental documents TBD because of delayed additional ROW issues (4) Requires USACE Section 404 individual in | Summer of 2015 |

| Segment | Length (miles) | Limits | Initial Direct Connectors | Status of Environmental Approvals | Target Opening Date |
|-------------|----------------|--------------------|---------------------------|--|---------------------|
| Segment F-2 | 12.2 | SH 249 to IH 45 N | 2 @ IH 45 N | (1) ROD received in 12/2009 (2) Other environmental documents TBD for drainage, alignment, and ROW issues (3) Requires USACE Section 404 individual permit | Summer of 2015 |
| Segment G | 13.5 | IH 45 N to US 59 N | 2 @ US 59 N | (1) ROD received in 12/2010 (2) Other environmental documents TBD because of drainage, ROW issues and wetland delimitation needs associated with right-of-way (3) Requires USACE Section 404 individual permit | Summer of 2015 |

1) Segment E Note: Construction of a small portion of Segment D (which will be tolled) from Kingsland Boulevard to IH 10 is also included in a separate construction contract (CSJ 3510-05-010), and is a necessary link to the portion of Segment D of the Grand Parkway being built in Fort Bend County.

2.4 Status of Grand Parkway Project Construction

Segment S D and E in Harris County are currently being constructed under a series of design-bid-build contracts. Work has received notices to proceed in September 2011 and is expected to be complete in January 2014.

Following is the status of ongoing construction contracts:

Project 1

PROJECT: SH 99

NTR : 3510 **SECT:** 05 **JOB:** 010

M T S FR M: 0.490 MI N OF KINGSLAND BLVD
M T S T : 0.120 MI S OF COLONIAL PKWY

NTR CONTRACTOR:
WILLIAMS BROTHERS CONSTRUCTION CO., INC.

SS FWRK:
CONSTRUCT 4-LANE TOLLWAY WITH THIRD LEVEL OVERPASS AT IH 10.

UNTY: HARRIS

ENGTH: 0.702
MILES
598

DAYS WED: WORKING
DAYS

DD' DAYS: 0
NTR CONTRACT: \$17,265,150

ETTING DATE: 07/7/11

WORKING DATE: 7/6/11

DATE:
TEST DATE: 10/16/11

WORK BEG N: 10/16/11
EST M TED
MP ET N: 9/26/13

Project 1 consists of a four-lane tollway with a hidden level overpass at IH-10.

Project 2

PR JE T: SH 99

NTR : 3510 SE T: 05 J B: 018

M TS FR M: AT IH 10 (W)
M TS T : N OF COLONIAL PKWY

UNTY: HARRIS
ENGTH: 0.400
MILES
598
D YS WED: WORKING
DAYS
DD' D YS: 0
NTR T ST: \$32,174,193

NTR T R:
WILLIAMS BROTHERS CONSTRUCTION CO., INC.

SS FW RK:
CONSTRUCT 2 DIRECT CONNECTORS (SEGMENT E)
(TOLL)

ETT NG D TE: 07/7/11
W RK
UTH R Z T N 7/6/11
D TE:
EST M TED
MP ET N: 9/26/13

Project 2 consists of widened direct connectors.

Project 3

PR JE T: SH 99

NTR : 3510 SE T: 05 J B: 019

M TS FR M: S OF US 290
M TS T : US 290

UNTY: HARRIS
ENGTH: 0.000
MILES
D YS WED: 691
DD' D YS: 0
NTR T ST: \$63,389,539

NTR T R:
WEBBER, LLC

SS FW RK:
CONSTRUCT 4 DIRECT CONNECTOR RAMPS E, F, G
AND H (TOLL)

ETT NG D TE: 7/7/11
W RK
UTH R Z T N 7/6/11
D TE:
T ME ST RTS: 9/30/11
EST M TED
MP ET N: 1/2/14

Project 3 consists of four direct connectors.

Project 4

PR JE T: SH 99

UNTY: HARRIS

NTR : 3510 **SE T:** 05 **J B:** 026
M TS FR M: S OF BRIDGELAND LAKE PKWY
M TS T : N OF LOUETTA

ENGTH: 2.600
MILES
D YS **WED:** 691
DD' D YS: 0
NTR T ST: \$42,982,503

NTR T R:
WEBBER, LLC

SS FW RK:
CONSTRUCT NEW LOCATION FREEWAY (TOLL)

ETT NG D TE: 7/7/11
W RK
UTH R Z T N 7/6/11
D TE:
T ME ST RTS: 9/30/11
EST M TED
MP ET N: 1/2/14

Project 4 consists of new location tolled freeway .

Project 5

PR JE T: SH 99

NTR : 3510 **SE T:** 05 **J B:** 027
M TS FR M: N OF LOUETTA RD
M TS T : S OF US 290

UNTY: HARRIS
ENGTH: 0.500
MILES
D YS **WED:** 691
DD' D YS: 0
NTR T ST: \$9,298,554

NTR T R:
WEBBER, LLC

SS FW RK:
CONSTRUCT NEW LOCATION FREEWAY (TOLL)

ETT NG D TE: 7/7/11
W RK
UTH R Z T N 7/6/11
D TE:
T ME ST RTS: 9/30/11
EST M TED
MP ET N: 1/2/14

Project 5 consists of new location tolled freeway .

Project 6

PR JE T: SH 99

NTR : 3510 **SE T:** 05 **J B:** 022
M TS FR M: N OF COLONIAL PKWY
M TS T : N OF MORTON RD (SEG E)

UNTY: HARRIS
ENGTH: 2.000
MILES
D YS **WED:** 602
DD' D YS: 0
NTR T ST: \$32,334,777

NTR T R:

HASSELL CONSTRUCTION COMPANY, INC.

SS FW RK:

CONSTRUCT NEW LOCATION FREEWAY (TOLL).

ETT NG D TE: 8/9/11
W RK
UTH R Z T N 8/8/11
D TE:
T ME ST RTS: 10/1/11
W RK BEG N: 10/1/11
EST M TED
MP ET N: 9/17/13

Project 6 consists of a new location freeway (toll).

Project 7

PR JE T: SH 99

NTR : 3510 **SE T:** 05 **J B:** 023

M TS FR M: N OF MORTON RD

M TST : S OF FM 529

NTR T R:
JD ABRAMS, L.P.

UNTY: HARRIS
ENGTH: 3.000
MILES
D YS **WED:** 650
DD' D YS: 0
NTR T ST: \$40,073,458

SS FW RK:

CONSTRUCT NEW LOCATION FREEWAY (TOLL).

ETT NG D TE: 7/7/11
W RK
UTH R Z T N 7/6/11
D TE:
T ME ST RTS: 9/29/11
W RK BEG N: 9/29/11
EST M TED
MP ET N: 11/10/13

Project 7 consists of a new location freeway (toll).

Project 8

PR JE T: SH 99

NTR : 3510 **SE T:** 05 **J B:** 024

M TS FR M: S OF FM 529

M TST : S OF LANGHAM CREEK (SEG E)

NTR T R:
JD ABRAMS, L.P.

UNTY: HARRIS
ENGTH: 3.200
MILES
D YS **WED:** 650
DD' D YS: 0
NTR T ST: \$48,665,022

SS FW RK:

CONSTRUCT NEW LOCATION FREEWAY (TOLL).

ETT NG D TE: 7/7/11
W RK

UTH R Z T N 7/6/11
D TE:
T ME ST RTS: 9/29/11
W RK BEG N: 9/29/11
EST M TED
MP ET N: 11/10/13

Project 8 consists of a new location freeway (toll).

Project 9

PR JE T: SH 99
NTR : 3510 **SE T:** 05 **J B:** 025
M TS FR M: S OF LANGHAM CREEK
M TS T : S OF BRIDGELAND LAKE PARKWAY

UNTY: HARRIS
ENGTH: 2.700
 MILES
D YS **WED:** 650
DD' D YS: 0
NTR T ST: \$34,154,438

NTR T R:
 JD ABRAMS, L.P.

SS FW RK:
 CONSTRUCT NEW LOCATION FREEWAY (TOLL).

ETT NG D TE: 7/7/11
W RK
UTH R Z T N 7/6/11
D TE:
T ME ST RTS: 9/29/11
W RK BEG N: 9/29/11
EST M TED
MP ET N: 11/10/13

Project 9 consists of a new location freeway (toll).

2.5 Project Design Status

| Segment | Service Category | Activities | Est. Deliverable Dates |
|--------------------|--|---|------------------------|
| F-1, F-2 & G | Primary Engineering | Schematic Design | 4Q 2011 |
| F-1, F-2 & G | Grading and Drainage (0% S&E) | Primary Design, Budgets & Primary Roadway Plans | 1Q 2012 |
| F-1, F-2 & G | Survey | Design Surveys | 4Q 2011 |
| F-2 at IH 45 North | Interstate Access Justification Report | FHWA IAJR Report | 1Q 2012 |

2.6 Project Environmental Status

A description of the cumulative effects analysis for each of the Project segments is included in Exhibit C. Additionally, the environmental documents are available to be reviewed during the public hearing -of-way adjustments. TxDOT is currently in the final Environmental Impact Statement (EIS) Re-evaluation of FHWA action dates as FHWA action in the first quarter of 2012. A revised environmental document is included in the Project Document and available for review as specified in Part A, Section 1.

2.7 Construction Cost Estimates

TxDOT's cumulative cost estimates for the improvements to be developed in Segments F-1, F-2 and Guide of the P3A are approximately \$840 million (\$2011) based on the improvements described in Part A, Section 2.2.

The estimated cumulative cost reflects the cumulative developed schedule for the improvements as studied in the Project segment as cumulative costs. In addition, the estimates do not include design, right-of-way, utility adjustments, all collection systems, irrigation, and other associated costs.

2.8 Funding Available for Development Costs

If a design-build approach is selected, TxDOT intends to finance the design, construction and capital maintenance of the Project through revenue bonds and other funding will be required for the Development.

TxDOT is responsible for design and construction of Segment D and E. Under a construction approach, initially, no TxDOT funding will be available for the remainder of the Project. TxDOT intends to allow for a loan through the Transportation Infrastructure Finance and Innovation Authority (TIFIA) Program and also for allocation for Private Activity Bonds (PABs). Receipt of these other funding sources for the Project is subject to federal equity and availability. These programs will be eligible for use by the Project if a loan is available to the Project. The RFP will provide further details regarding TxDOT's expectations regarding Project financing under each of the development models.

2.9 Right of Way Acquisition

TxDOT has acquired Project right-of-way ("ROW") for Segment D. TxDOT is currently in the final ROW assessment for Segments F-1, F-2 and G. ROW assessment for Segments F-1, F-2 and G are expected to be available in the fourth quarter of 2011.

TxDOT currently has a \$10 million budget for ROW acquisition for the P3A execution and additional acquisition as a strategic cell for the execution date.

Under a design-build approach, the Developer's responsibilities will include ROW acquisition activities for a cell that have not been acquired by TxDOT as of the P3A execution date. TxDOT will be responsible for the additional activities with the Developer's role and for the purchase price for ROW within the NEPA limits.

Under a full roll-co construction approach, the Developer's responsibilities will include ROW acquisition activities and a portion of the purchase price for a cell that have not been acquired by TxDOT as of the P3A execution date. A use funds allocation of the \$10 million ROW budget as of the P3A execution date will be available to the Developer for the purchase price of ROW after the execution date. TxDOT will be responsible for the additional activities with the Developer's role.

The RFP will provide further details regarding the acquisition process and the responsibilities of the Developer in that process.

2.1 Geotechnical, Utility Investigation, Hazardous Materials Investigations, Detention Plan, Aesthetic Treatment and Railroad Coordination

2.1.1 Geotechnical Investigation Program

A full geotechnical investigation is currently being performed for each of the Project segments in accordance with the standard TxDOT requirements. This investigation includes both geotechnical investigations, proposed design and construction localities. The geotechnical report is expected to be available for review by Project in early 2012.

TxDOT is currently assessing whether, if a, additional geotechnical information will be collected in connection with the Project and a seek input for the shortlisted Project's initial geotechnical assessment. If Project's wish to conduct their own geotechnical investigation so TxDOT's -of-way, Project's usual coordination with TxDOT. Project's usual obligations is through TxDOT's usual engineering process for the design of the -of-way. If Project's wish to conduct their own geotechnical investigation with the Project's usual coordination with TxDOT, Project's usual coordination with the individual's own usual adherence to TxDOT's usual regulatory guidelines for design and design.

2.1 .2 Utility nvestigation

TxDOT is cu e l u de aki g Level A SUE i ves iga io s wi hi he P ojec ROW. TxDOT ex ec s SUE i fo a io o be available fo eview b P o ose si ea l 2012.

As i ela es o eligible u ili adjus e / eloca io ex e ses, Develo e s should assu e oll ojec desig a io fo he P ojec u less o he wise o ed. TxDOT a ici a es ha , u de he P3A, he Develo e will be es o sible fo e fo i go causi g ecessa u ili eloca io s/adjus e s o be e fo ed i acco da ce wi h a llicable s a da ds a d fo he cos s associa ed wi h u ili eloca io s/adjus e s, exce o he ex e he u ili ies a e legall es o sible fo such cos s.

2.1 .3 Hazardous Materials nvestigations

The e vi o e al e o s lis ed i he P ojec Docu e s i clude s udies desc ibi g he esul s of haza dous a e ials i ves iga io s ela i g o he P ojec a d a e available fo eview as ovided i Pa A, Sec io 1. TxDOT is cu e l assessi g wha , if a , addi io al haza dous a e ials i ves iga io i fo a io will be collec ed i co ec io wi h he P ojec a d a seek i u fo sho lis ed P o ose si aki g his assess e du i g he i dus eview ocess.

2.1 .4 Detention Plan

The P ojec i cludes desig a ed we la ds a eas. TxDOT will be es o sible fo so wa e de e io desig a d will ob ai he equi ed USACE Sec io 404 I dividual Pe i . Addi io al de ails a d equi e e s will be se fo h i he RFP.

2.1 .5 esthetic Treatment

TxDOT a ici a es ha he P3A will equi e he Develo e o follow cu e TxDOT Hous o Dis ic aes he ic guideli es wi hi he P ojec bou da ies. Aes he ic guideli es a e available o he P ojec Websi e. A addi io al de ails a d equi e e s shall be se fo h i he RFP.

2.1 .6 Railroad oordination

TxDOT is cu e l coo di a i g wi h affec ed ail oads ega di g ail oad c ossi gs. TxDOT a ici a es ha he P3A will equi e he Develo e o ake ove coo di a io effo s a d desig all ail oad c ossi gs i acco da ce wi h he ail oad equi e e s. Rail oad c ossi gs wi hi he P ojec li i s a e ide ified i he able below.

| Segment | SH99 Station | wner | Proposed Facilities crossing RR | Notes |
|---------|--------------|------|---------------------------------|--------|
| F1 | 2418+00 | U io | Mai la es, fo age | US 290 |

| | | | | |
|----|-------------------------|-----------------|--------------------------|---|
| | | Pacific | oads, di ec co ec o s | I e cha ge |
| F2 | 3155+00 | BNSF | Mai la es | E. of Huffs i h- Koh ville Rd |
| F2 | 3500+00 o 3650+00 | U io Pacific | Mai la es | RR a allels o osed G a d Pkw |
| F2 | IH-45 S a 1073+00 | U io Pacific | Di ec co ec o s | C ossi g is alo g IH-45 alig e |
| G | 3727+50 o 3743+50 | U io Pacific | Mai la es | Nelso S ., Eas Ha d Road a d S i g C eek Rd |

2.1 .7 Project oordination

The Develo e will be equi ed o coo di a e he P ojec i ove e s wi h Seg e s D a d E of he G a d Pa kwa , which a e cu e l u de develo e , a d wi h fu u e ojec s la ed b TxDOT a d o he e i es. The ojec docu e s fo Seg e s D a d E (co s uc io la s, s ecifica io s a d co ac docu e s) a e i cluded i he P ojec Docu e s available fo evi ew as s ecified i Pa A, Sec io 1.

U de a co cession P3A, coo di a io a also i clude desig i g he P ojec i a a e co sis e wi h o e ial fu u e ojec s a d wo ki g wi h o he co ac o s, TxDOT a d o he eleva age cies if a d whe such ojec s a e u de co s uc io (o he ex e such co s uc io ove la s wi h he Develo e 's P ojec wo k). The fu u e ojec s a i clude he followi g:

- Mo go e Cou Pa kwa
- US 290 Wide i g
- SH 249 Toll La es

2.1 .8 ther Due Diligence ctivities

TxDOT is cu e l assessi g wha , if a , addi io al si e a d due dilige ce i fo a io be o d ha which is s ecified i Pa A, Sec io 2 will be ovide. The sho lis ed P o oses a , du i g he i dus evi ew ocess, be asked o ovide i u o his o ic.

2.11 Traffic and Revenue Forecast

A i ves e g ade affic a d eve ue s ud was co le ed i Augus 2011. T affic a d Reve ue Da a is i cluded i he P ojec Docu e s.

2.12 SB 142 Committee and Toll Rate Policy

If a contract deliver model is selected for the development of the Project, the SB 1420 Committee described in Part A, Section 2.2.3 will determine the tolling structure and the methodology to be used for the Project. It is anticipated that the initial rates and the methodology for escalation through the term of a contract P3A will be consistent with the MVW Agreement.

2.13 Toll Collection System Development

TxDOT anticipates having under the design-build P3A, TxDOT's Statewide Toll System Integration (which is currently being procured) will provide facilities, equipment and services for the toll collection system. TxDOT currently anticipates that the Development will be equitably coordinated and work with that of the Statewide Toll System Integration. Further information regarding the Development's scope of work for the tolling facilities will be set forth in the RFP.

Under a full toll contract P3A, the Development will be responsible for installation of the toll collection system and collection. The RFP will have further information regarding the equipment for the toll collection system to be included in the Development's scope of work. The Development will be equitably coordinated and designed and collection operations with local authorities.

3. DESCRIPTION OF REQUIREMENTS

3.1 Overall Process

3.1.1 Procurement Phases

TxDOT reserves the right, in its sole discretion, to modify the following procurement process in compliance with applicable law and/or to address the business needs of TxDOT and the State of Texas, including budgetary concerns, in coordination with the delivery models under consideration.

TxDOT will evaluate the qualifications of submittals ("QSS") it receives in response to its RFQ and intends to establish, accordingly, criteria to evaluate all qualified bidders, a shortlist of potential for each Project deliver model (design-build and full toll contract) that are eligible to receive the RFP. Potential submitters are QSS for one or more deliver models to be shortlisted for one or more deliver models. In addition, subject to Part A, Section 5.7, a bidder may be of a potential for one deliver model to be on a different team for another deliver model.

If a low-cost or sole QS is received for a Project deliver model, TxDOT anticipates that (a) proceed with the procurement and execute a Potential for the deliver model for the sole Potential or (b) proceed with the procurement for the eligible deliver

odel. TxDOT further reserves the right to modify the schedule of the individual considerations of a deliverable model as it is.

Following the shortlisting of Proposals, TxDOT anticipates releasing a draft RFP for individual review and comment. Following receipt of written comments, TxDOT anticipates a schedule of one-to-one meetings to discuss issues and comments identified by the shortlisted Proposers. Specific details concerning the individual review process will be made available to the shortlisted Proposers following the shortlisting announcement.

After consideration of individual input, and if authorized by the Commission, TxDOT may also issue a final RFP to the shortlisted Proposers for the overall deliverable model(s). If TxDOT moves forward with both deliverable models, the RFP will include a scope of work, P3A contract documents for each deliverable model and the objective methodology for choosing between the deliverable models and determining the overall best value Proposal. Following receipt and evaluation of Proposals, the Commission will select a Proposer for negotiation, based on a determination of a single best value, to finalize a P3A for award and execution. See Part A, Section 3.1.2 for additional details regarding the RFP evaluation process.

If negotiation is a successful with the single best value Proposer, TxDOT anticipates negotiation with the highest rated Proposer. Alternatively, TxDOT anticipates the occurrence.

3.1.2 RFP Procedure and Evaluation

The Commission has given TxDOT broad discretion on the overall methodology for the solicitation of Proposals for shortlisted Proposers, the selection of a Proposer whose Proposal offers the single best value to TxDOT and the associated conditions a P3A must comply to be deemed satisfactory. TxDOT's staff and consultants will work with the Commission during the RFQ process to define the RFP and negotiation process with specifics, which will include, at a minimum, an individual review of a draft RFP and contract documents, a ongoing information. Proposers are advised that the evaluation criteria and weightings for the calculations of the Proposals and differences in criteria set forth the individual evaluation QSSs.

If the RFP solicits Proposals for both the design-build and all construction models (whether the former is a single deliverable model), TxDOT anticipates a two-step evaluation process. The first step will be to evaluate all Proposals received for each deliverable model separately against the specific criteria of the Proposal for each deliverable model that provides the best value. The second step will be to compare the best value design-build Proposal with the best value all construction Proposal in accordance with the objective and measurable formula to be set forth in the RFP to determine which Proposal provides the best overall value to the State.

Award of the P3A by the Commission will be conditioned upon finalization of the P3A and subject to approvals for reviews by FHWA, the Legislative Budget Board and the Antitrust and Consumer Protection Commission.

3.2 Payment for Work Product

As provided by Texas Transportation Code Section 223.203(), TxDOT intends to pay each successful proposer a subsistence allowance of the RFP maximum allowable amount exceeding the value of the work product included in its proposal. TxDOT does not intend to use the allowance for its purposes. Specific provisions regarding the allowance shall be included in the RFP. They will be available to proposers who are so notified.

3.3 Procurement Schedule

TxDOT anticipates beginning the first phase of the procurement process on the effective date with the following schedule:

| | |
|--|--|
| Issue Request for Qualifications | November 18, 2011 |
| Deadline for questions regarding the RFQ | December 15, 2011 |
| Request for proposal addendum issued after December 15, 2011 | the business day after the addendum is issued (but later than the QS Due Date) |
| QS Due Date | 3:00 p.m. Central Time February 1, 2012 <u>February 1, 2012</u> |

This schedule is subject to modification at the sole discretion of TxDOT. Proposers will be notified of any change by addendum to this RFQ. TxDOT intends to issue a final review of the RFP shortly after selection of the notified proposer and to execute the procurement of a P3A award thereafter. TxDOT anticipates awarding and executing a P3A for the Project in late-2012.

3.4 Questions and Requests for Clarification; Addenda

In order to facilitate receipt, processing and response, proposers must submit all questions and requests for clarification in writing to TxDOT's contact, Mr. Eddie Sanchez, as follows:

Texas Department of Transportation
Major Projects Office
7721 Washington Ave. Houston, Texas 77007
Attn: Mr. Eddie Sanchez, P.E.
Email: TxDOT-HOU-PPP-GrantPakwa@txdot.gov

Potential responses to the following questions are provided for the Grant Pakwa Project. TxDOT will provide responses to Project clarification questions with the assistance of the following, subject to the cut-off dates set forth in Part A, Section 3.3. TxDOT will respond to questions of general applicability and questions for clarification which TxDOT deems to be a material and adequate addressed in previously provided documents on the Project Website. TxDOT reserves the right to revise his RFQ by issuing addenda to his RFQ at any time before the QS Due Date. TxDOT will respond to addenda to his RFQ on the Website.

Potential responses to the following Project Website identified in Part A, Section 1 for information concerning his purchase as a sales order of his RFQ will be equitably acknowledged in the sales order (Part C, Form A) that he has received and reviewed all materials posted hereon.

3.5 ombudsman

TxDOT has designated a employee who is involved in his purchase to act as a ombudsman. A potential subcontractor may contact the ombudsman, including questions, concerns, or complaints regarding the purchase, where the potential believes in good faith that confidential information is essential. After receiving such confidential information, the ombudsman shall, to the extent practicable, endeavor to inform the potential and shall forward the information to TxDOT's designated Project employee as identified in Part A, Section 3.4 above. TxDOT's designated ombudsman for his purchase is:

Beck Blewe, Esq.
Associate General Counsel
Texas Department of Transportation
150 E. Riverside Drive, 4th Floor North Tower
Austin, Texas 78704
Email: Beck.Blewe@txdot.gov

3.6 Federal Requirements

P o o s e s a e a d v i s e d t h a t t h e R F P w i l l b e d e f i n e d b a s e d o n t h e a s s u m p t i o n t h a t t h e P o j e c t a d h e r e f o r t h e P o j e c t w i l l b e e l i g i b l e f o r f e d e r a l - a i d f u n d s . T h e e f o r e , t h e o c c u r r e n t d o c u m e n t s a n d P 3 A u s u a l l y r e q u i r e e q u i e e s o f a l l i c a b l e f e d e r a l l a w , r e g u l a t i o n s a n d p o l i c i e s . T x D O T a l s o a s s e s s e s t h e a i f e d e r a l o c c u r r e n t e q u i e e s w i l l a l l , i n c l u d i n g b u t n o t l i m i t e d t o E q u a l O p p o r t u n i t y e q u i e e s (T i t l e V I o f t h e C i v i l R i g h t s A c t o f 1 9 6 4 , a s a m e n d e d) , e q u i e e s a l l i c a b l e t o D i s a d v a n t a g e d B u s i n e s s E n t e r p r i s e s (T i t l e 4 9 C o d e o f F e d e r a l R e g u l a t i o n s P a r t 2 6 , a s a m e n d e d) , S m a l l B u s i n e s s e q u i e e s (U n i t e d S t a t e s C o d e S e c t i o n s 6 3 1 e s e q .) , B u s i n e s s e q u i e e s (4 9 C o d e o f F e d e r a l R e g u l a t i o n s P a r t 6 6 1) a n d D a v i s - B a c o w a g e a s s e s . T x D O T e s e v e n t h e r i g h t t o m o d i f y t h e o c c u r r e n t p r o c e s s d e s c r i b e d h e r e i n t o a d d e s s a c c e s s , c o n d i t i o n s o f e q u i e e s o f f e d e r a l a g e n c i e s , i n c l u d i n g F H W A . P o o s e s s h a l l b e m o d i f i e d i n w r i t i n g v i a a d d e d u n d e r a s u c h m o d i f i c a t i o n s .

3.7 Liability, Insurance, Bonds, Letters of Credit and Guarantees

T x D O T a l s o a s s e s s e s t h a t t h e D e v e l o p e r w i l l b e e q u i p p e d w i t h a s s u r a n c e l i a b i l i t i e s , o r p r o v i d e b o n d s o n l e s o f c o n d e m n (o r b o t h) a n d i n s u r a n c e c o v e r a g e a n d o r i d e n t i f i c a t i o n d e f e n d T x D O T a g a i n s t h i d a n d c l a i m s a s s e c i f i e d i n t h e P 3 A . T x D O T , a s o w n e r o f t h e P o j e c t , w i l l h a v e t h e b e n e f i t o f o l i a b i l i t y l i a b i l i t y o n t h e e x e c u t e d b y T e x a s l a w . T x D O T i s p r o h i b i t e d b y S t a t e l a w f o r i d e n t i f i c a t i o n P o o s e . T h e S t a t e o f T e x a s a n d T x D O T d o n o t i n t e n d t o w a i v e o f t h e i r e s e c u t i v e s o v e r e i g n i t y u n d e r S t a t e l a w . S e c i f i c p r o v i s i o n s c o n c e r n i n g b o n d i n g , l e s o f c o n d e m n , g u a r a n t e e s , i n s u r a n c e a n d i d e n t i f i c a t i o n w i l l b e s e f o r t h e R F P a n d t h e P 3 A .

3.8 DBE Requirements

T x D O T h a s d e f i n e d t h a t D i s a d v a n t a g e d B u s i n e s s E n t e r p r i s e s (" D B E s ") e q u i e e s a l l o r d e s i g n a d c o n s u c i o n o f t h e P o j e c t , a n d h a s a d o p t e d r u l e s t o p r o v i d e D B E s o p p o r t u n i t y o p p o r t u n i t y i n t h e b u s i n e s s a c t i v i t i e s o f T x D O T a s s e v e n t o p r o v i d e s , v e n d o r s , c o n t r a c t o r s , s u b c o n t r a c t o r s , a d v i s o r s , a n d c o n s u l t a n t s (s e e 4 3 T e x a s A d m i n i s t r a t i v e C o d e S e c t i o n 9 . 5 0 e s e q .) . T x D O T h a s a d o p t e d t h e d e f i n i t i o n o f D B E s s e f o r t h e 4 9 C F R § 2 6 . 5 . T x D O T e s i n t e n d s t h a t t h e g o a l f o r d e s i g n w o r k w i l l b e 1 0 % a n d f o r c o n s u c i o n w o r k w i l l b e 5 % . I f o r a i o n e g a d i n g D B E e q u i e e s a n d g o a l s w i l l b e i n c l u d e d i n t h e R F P .

I n e s o d i n g o n t h i s R F Q , a P o o s e r e a d a n d i n c l u d e e a c h e b e s o s a i s f D B E g o a l s . I n t h e o p i n i o n o f T x D O T o n e c o u n t a g e t h e a c t i v a t i o n o f D B E s , h i s o r h e r u n d e r u l i z e d b u s i n e s s e s , w o r k - o w n e d b u s i n e s s e n t e r p r i s e s a n d i n d e p e n d e n t b u s i n e s s e n t e r p r i s e s i n a l l f a c e s o f t h e b u s i n e s s a c t i v i t i e s o f T x D O T , c o n s i s t e n t w i t h a l l i c a b l e l a w s a n d r e g u l a t i o n s .

3.9 Project Standards

TxDOT anticipates including in the RFP a proposed set of Project-specific standards and specifications, as well as a baseline Project definition. The RFP anticipates that Proposers will propose, for TxDOT's consideration, exceptions to the standards and specifications of these standards and equipment. All equipment specifications shall follow the equipment specified in the RFP. Proposers should note, however, that the anticipated exceptions to the standards and specifications for the federal-aid design and construction standards.

4. QS INTENT AND SUBMITTAL REQUIREMENTS

4.1 General

TxDOT expects QSs submitted in response to this RFQ to provide enough information about the equipment so as to allow TxDOT to evaluate and compare available and show the Proposer based on the criteria set forth herein. Each Proposer shall submit qualifications for each of the work delivery models under consideration set forth herein. Each Proposer must submit a separate QS for each delivery model for which it wishes to be considered and show listed.

QSs shall be submitted exclusively in the English language inclusive of English units of measure, and consistent with the United States of America dollar denominated units.

4.2 Format

- (a) Number of copies: Each responding Proposer shall submit one original and 15 copies (for a total of **16**) of its QS plus one digital copy in ead- or ol for a CD for each delivery model for which the Proposer is submitting qualifications, contained in sealed packages. Each QS shall be separate and in the loose-leaf hole-punch binder, one for each volume. The original of each QS must be clearly marked "Original" on its face and sides. Each copy must be numbered 1 through 15 on its side. The Proposer's name, delivery model and volume number must also be clearly marked on the side. The Proposer's name and delivery model must be clearly marked on the CD.
- (b) General appearance: Submittals must be prepared on 8-1/2" x 11" sized, white standard bond. Double-sided printing is encouraged. 11" x 17" pages are allowed (and included in the page count contained in Volume 1) for schematics, organization charts, other drawings or schedules, but no for a live exhibit. Printed labels are self-laminated. If software is applicable or optional, all labels used shall be composed of recycled materials.

- (c) Volume 1 equipment: Volume 1 (as described in Part B) shall have all ages sequentially numbered not to exceed 40 ages for design-build submissions and 50 ages for all construction submissions. Each individual side shall be considered one age. If applicable, one shall be the least equipped (under Part B, Volume 1, Section A(a)) to be awarded. Footnote A does not count toward the age limit for Volume 1. The foot size shall be 10.5 inches, except forables, which shall be awarded using 10-inch foot size.
- (d) Volumes 2 and 3: Volumes 2 and 3 (as described in Part B) do not have age numbering, age limit or foot size equipment.
- (e) Making materials and licenses: Standard construction, awards, licenses and making materials should not be included in a QS, although proof of license is good standard will be equipped as a condition of award for licensed professionals used to work on the Project.

4.3 Contents and Organization

Potential users organize their QS in the order set forth in **Part B**. If a Potential user is compelled to include a material addition to their format specifically requested, the Potential user shall attach a material to the end of the proposal and define section of the outline. Addition of a material is subject to the age limit. Each volume shall be subdivided as needed.

4.4 QS Submittal Requirements

All packages consisting of the QS shall be individually labeled as follows:

Response to the
Request for Qualifications
for the Grand Parkway Project
through a Public Private Partnership Agreement

QSs shall be delivered by hard copy to:

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

TxDOT will not accept facsimile or other electronic submissions.

Acknowledgment of receipt of QSs handed delivered by individuals will be evidenced by the issuance of a receipt by a representative of TxDOT's staff.

QSs will be accepted and must be received by TxDOT during normal business hours before 3:00 p.m. (Central Time) on the QS Due Date as specified in Part A, Section 3.3. All QSs received after the deadline will be rejected and returned to the sender at the sender's expense.

Proposers are solely responsible for assuring that TxDOT receives their QSs by the specified delivery date and time as herein added and listed above. TxDOT shall not be responsible for delays in delivery caused by weather, difficulties experienced by courier services, misrouting of packages by courier services, incorrect collection and addressing of deliveries and other occurrences beyond the control of TxDOT.

5. EV U T N P R E S S I O N S A N D R E T E R N S

5.1 Responsiveness

Each QS will be reviewed for:

- (a) information omissions, irregularities and administrative mistakes which are unexplained on the substantial cover of the QS,
- (b) conformity to the RFQ instructions regarding organization and format, and
- (c) the responsiveness of the proposer to the requirements set forth in this RFQ.

Those QSs non-responsive to this RFQ shall be excluded from further consideration and the proposer will be so advised. TxDOT shall also exclude from consideration a proposer whose QS contains a material misstatement.

In order for a project to be considered in the QS to be considered responsive, Forms E-1, E-2, E-3 shall list all projects for which the proposer is (contractor, joint-venture, associate consultant) providing the equipment, engineering, construction, operation and maintenance contract administration and execution services including the Equipment, Lead Design Firm, Lead Contractor, Lead Operator & Maintenance Firm, Contract Administration Firm, or a controlled subsidiary of such Equipment, Lead Design Firm, Lead Contractor, Lead Operator & Maintenance Firm, Contract Administration Firm. Projects excluded by a proposer consisting of the Lead Design Firm, Lead Contractor, Lead Operator & Maintenance Firm, Contract Administration Firm shall not be considered responsive.

his QS, provided has, for the completion model of, project execution provided by a
contractor of a Equipment will be considered essential.

Key personnel to be employed: (a) the Equipment, Lead Design Firm, Lead
Contractor, Lead Operator & Maintenance Facility or Commercial Maintenance Facility
(b) a controlled subsidiary of such Equipment, Lead Design Firm, Lead Contractor,
Lead Operator & Maintenance Facility or Commercial Maintenance Facility; or, for the completion
model of, (c) a contractor of a Equipment.

5.2 Pass/Fail Review

Following completion with evaluation of each QS for essentialness, TxDOT will
evaluate each QS based upon the following pass/fail criteria. A Proposal submitted
a "pass" or all pass/fail items of this QS to be evaluated qualify a level under
Part A, Section 5.3.

(a) The QS contractor is a original executed as a separate as required
Part B, Volume 1, General(a).

(b) The Proposal owner shall be with the insurance obligations for
completion is capable of obtaining a bond for a bond of a bond of
completion of \$500 million for a surety bond, as a licable, and the
owner's obligations be a total recognized and agreed to a lease Agreement
(A-) to be a Class VIII to be a A.M. Best and Class.

(c) Neither the Proposal or a other entity has submitted Form C as
required by this RFQ has been disqualified, evoked, debated or suspended for
completion of a bid for work for the federal government or a state or local
government where such disqualification, evoked, debated or suspension would
exclude selection of a award under TxDOT's Contract and Procurement Rules (43 Texas
Administrative Code Sections 9.100 *et seq.*).

(d) The Proposal has the financial capability to complete the Project
obligations or a total allocated to a department of the state provided in
Volume 2 of the QS.

(e) The information disclosed in Form C a d/o it is or a Part B,
Volume 1, Section B(e) does not a total affect the Proposal's ability to
complete the Project obligations or a total allocated to a.

(f) The Proposal makes the excess, with a contractor's agreement Key
Personnel as required in Part B, Volume 3, Section D.

5.3 Qualifications Evaluation Criteria and Weighting

Each responsive QS assigned all of the "pass/fail" qualification requirements above will be evaluated and scored according to the criteria set forth below for the applicable delivery method. TxDOT will evaluate responsive QSs (a) for the design-build delivery method according to the criteria in Part A, Section 5.4, and (b) for the full cost delivery method according to the criteria in Part A, Section 5.5. The relative weighting of the evaluation criteria within each category is described in Part A, Sections 5.4 and 5.5.1 through 5.5.4 below.

5.4 Design-Build Evaluation Criteria

Each responsive QS for the design-build delivery method assigned all of the "pass/fail" qualification requirements set forth above in Part A, Section 5.2 will be evaluated and scored according to the criteria set forth below. Competitive subfactors within each category are set forth in descending order of importance, provided however competitive subfactors shall be of equal value to each other.

5.4.1 Project Experience (7 % Weighting)

The background and experience of the Proposal, individual employees, and Technical Key Personnel with development, design, construction, and delivery of comparable projects will be evaluated in accordance with the criteria in Section 5.4.1. The evaluation criteria within Subsection (a) are of equal importance to the evaluation criteria in Subsection (b) and of greater importance than the evaluation criteria in Subsection (c).

(a) Experience of the Proposal Team Firms

The experience of which the Proposal Team consists shall be as follows:

- The experience of the Proposal's individual employees' experience with development, design and construction of comparable projects; and
- The experience of the Proposal's individual employees' experience with the functional delivery of comparable projects.

(b) Experience of the Technical Key Personnel

The experience of the employees of the agency and Technical Key Personnel for the Project listed in Proposal's response to Part B, Volume 3, Section C.

(c) Management Approach and Team Structure

- The stability, strength and likelihood of success of the proposed aggregate structure; and
- The success of the proposed individual estate trusts, aggregate estate and technical keepers, and the other comparable projected possibilities.

Projected estate efficiencies, as well as the information provided as required in Part B, Volume 1, Sections B(a) through B(d) and Part B, Volume 3, Sections A, C, D and E, will be used, as directed by the Texas Department of Transportation, to assist in the evaluation of the Project Executive's proposal.

5.4.2 Statement of Technical Approach (3 % Weighting)

The Statement of Technical Approach will be evaluated in accordance with the criteria in this Section 5.4.2. The evaluation criteria with Subsection (i) is of general importance to the evaluation criteria in Subsection (ii).

(i) The extent to which the Statement of Technical Approach demonstrates a full understanding of the Project's scope and complexity; and

(ii) The extent to which the Statement of Technical Approach demonstrates a complete understanding of Project risks and potential solutions, regardless of ownership, having a detailed understanding of all Project phases, including design, construction, and contractual administration.

5.5 Full Toll Concession Evaluation Criteria and Weighting

Each responsive QS for the toll concession delivery model assigned all of the "pass/fail" qualification requirements set forth in Part A, Section 5.2 will be evaluated and scored accordingly on the criteria set forth below. The solicitor shall evaluate and score the Proposal.

5.5.1 Technical Qualifications and Capability (4 % Weighting)

The background and experience of the proposed individual estate trusts, and technical keepers in development, design, construction, and administration of comparable projects will be evaluated in accordance with the criteria in this Section 5.5.1. The evaluation criteria with Subsection (a) are of equal importance to the evaluation criteria in Subsection (b) and of general importance to the evaluation criteria in Subsection (c).

(a) Experience of the proposed estate trusts

The extent to which the proposed estate trusts demonstrate the following:

i. Lead Contractor

1. The expense which the Proposer satisfies or exceeds the equipment (as evidenced in submission of completed Forms E-1, E-2, and E-3) for elevational capabilities as follows:

(A) a lease works or a project, each with a value greater than \$400 million, completed substantially completed in the lease areas;

(B) a lease or a project in the United States with a value greater than \$250 million has received "Notice of Proceed with Application" in the lease areas.

Note: For the above referenced Lead Contractor evaluation criteria, the elevational equipment shall be the project when the elevation of the Lead Contractor held a 30% equity (30%) of the utility or subsidiary for the listed construction expense and, if the Lead Contractor is a joint venture, the expense shall be for joint venture (s) shall be eligible for a lease 30% equity (30%) of the Lead Contractor's total construction work for the Project.

2. Completed substantial completed work for design-build contract or design-build-operate-maintain contract; and
3. Expense incurred in acquiring construction or in order to design schedule for the project, contract project with utility stakeholders and significant environmental contracts.

ii. Lead Engineering Firm

1. The expense which the Lead Engineering Firm satisfies or exceeds the equipment (as evidenced in submission of completed Forms E-1, E-2, and E-3) for elevational capabilities as follows: final design of a lease or a project in the United States with a construction value of \$200 million or more has completed construction work in the lease areas.

Note: Proposer shall not have above referenced Lead Engineering Firm pass-fail evaluation criteria the elevational equipment shall be the project when the Lead Engineering Firm held a 30% equity (30%) of the subsidiary for the listed design and engineering expense. If the Lead Engineering Firm is a joint venture, the expense shall be for joint venture (s) shall be eligible for a lease 30% equity (30%) of the Lead Engineering Firm's total engineering work for the Project.

2. Ex e ie ce wi h desig -build co ac i g a d/o desig -build-o e a e- ai ai co ac i g;
3. Ex e ie ce i desig of ojec s ha i cluded i eg a ed desig a d ROW se vices a d co lex u ili i e faces; a d
4. Ex e ie ce i desig coo di a io fo la ge, co lex ojec s wi h ul i le s akeholde s a d sig ifica e vi o e al co s ai s.

iii. Lead O e a io s a d Mai e a ce Fi

1. Roadwa o e a io s a d ai e a ce ex e ie ce o si ila oadwa s;
2. Ex e ie ce wi h desig -build-o e a e- ai ai co ac i g;
3. Ex e ie ce i oll o e a io s; a d
4. Ex e ie ce i a agi g o e a io s a d ai e a ce i e faces wi h o e a o s of adjace oadwa s/facili ies.

No e: Whe e a P o ose sub i s a ojec ha i wishes o be co side ed as subs a iall co le e, bu fo which a "Ce ifica e of Subs a ial Co le io "has o bee issued, evide ce should be sub i ed o allow TxDOT o de e i e, i i s sole disc e io , ha co s uc io of he ojec is suffice l co le e i acco da ce wi h he co ac docu e s, a d fi fo i s i e ded u ose.

(b) Ex e ie ce of he ech ical Ke Pe so el

The ex e ie ce of ech ical Ke Pe so el will be sco ed acco di g o he followi g c i e ia:

- i. Lead Co ac o 's P ojec Ma age a d Su e i e de fo Lead Co ac o
 1. Le g h a d de h of ex e ie ce i a agi g co s uc io ojec s of Si ila Sco e a d Co lexi ; a d
 2. Ex e ie ce i coo di a io wi h eleva egula o age cies i cludi g ojec s wi h e vi o e al co s ai s i which challe ges we e successfull ove co e.
- ii. Envi o e al Co lia ce Ma age :
 1. Ex e ie ce i coo di a io wi h eleva egula o age cies;
 2. Ex e ie ce i solvi g co lex e vi o e al coo di a io a d i ga io issues; a d

3. Experience in violation of the alcohol tolerance of projects with similar engineering challenges.
- iii. Lead Quality Manager
 1. Length of experience in developing, implementing, and maintaining quality assurance systems; and
 2. Relevant education, training and certification.
 - iv. Design Manager, Lead Roadway Design Engineer, Lead Bridge Design Engineer, Design Quality Manager
 1. Length of experience in managing design of projects of Similar Scope and Complexity; and
 2. Evidence of design management experience of projects with challenges similar to those of the Project.
 - v. O&M Manager
 1. Experience in operation and maintenance of projects with challenges similar to those of the Project.

Note: A project of Similar Scope and Complexity includes a project all significant highway project with similar level of complexity and major challenges.

(c) Manager and Team Success

- i. Experience of each employee working on the successful as a manager; and
- ii. The extent to which the proposed organization demonstrates ability and is capable of functioning as a well-organized design-build-operate and maintain team that will effectively manage all Project risks.

Project and personnel effectiveness, as well as the information provided as required in Part B, Volume 1, Sections B(a) through B(d) and Part B, Volume 3, Sections A, C, D and E, will be used, as deemed appropriate by TxDOT, to assist in the evaluation of the Technical Qualifications and Capability category.

5.5.2 Statement of Technical Approach (1 % Weighting)

The Statement of Technical Approach will be evaluated in accordance with the criteria in this Section 5.5.2. The evaluation criteria will be Subsection (i) is of greater importance than the evaluation criteria in Subsection (ii).

- i. Example of which the State of Technical Approach demonstrates a full understanding of the Project's scope and complexity; and
- ii. Example of which the State of Technical Approach demonstrates a understanding of Project risks and overall solution, regardless of ownership, having a understanding of all Project phases, including design, construction, operation and maintenance.

5.5.3 Toll Concession Project Finance Qualifications and Capability (4 % Weighting)

The Project's project finance expertise and capability will be evaluated in accordance with the criteria in this Section 5.5.3. The evaluation criteria within Subsections (a) through (d) are of equal importance.

- (a) expertise in using a debt financing company is essential for all revenue projects of similar size of the Project, including raising equity capital from external sources, investment funds or other external sources;
- (b) demonstrates successful execution of financial structure for all road concession projects with detailed revenue risk, including raising and investing equity capital and debt;
- (c) demonstrates expertise in closing a transaction utilizing a wide range of financing tools and structures, including bank debt, TIFIA loans and/or credit support, Private Active Bonds, and credit enhancement structures; and
- (d) depth of expertise of the Project's financial Key Personnel and dedicated financial advisors, including:
 - (i) Financial Manager
 - 1. Demonstrates office in the oversight of financial manager and financial controls during construction of Projects of Similar Scope and Complexity of the Project; and
 - 2. Led the depth of expertise in overall financial manager for all road project contracts and oversees during the operation phase of a concession.
 - (ii) Project Finance Lead
 - 1. Led the depth of expertise in financing general field all road concession projects; and

2. Demonstrate ability to develop a secure evidence of security debt and equipment financing projects with characteristics similar to the Project.

5.5.4 Conceptual Project Financing Discussion (1 % Weighting)

The conceptual project financing discussion will be evaluated in accordance with the criteria in this Section 5.5.4. The evaluation criteria within Subsection (a) is of equal importance to the evaluation criteria in Subsection (b).

(a) Demonstrate knowledge and understanding of the current project financing practices, and

(b) Demonstrate understanding of the tools, equipment and critical considerations involved in developing a detailed project financing plan for the Project.

5.6 QS Evaluation Procedure

TxDOT anticipates utilizing a peer review and evaluate the QSs in accordance with the above criteria and make recommendations to the Commission based on such analysis. At various stages during the deliberations, TxDOT may issue a request for clarification to the individual Proposer. TxDOT may also schedule interviews with the Proposer on an as-needed basis, for the purpose of helping TxDOT's understanding of the QSs and obtaining clarification of the essential details of the QSs.

TxDOT may also request additional information or clarification from the Proposer on any questions the Proposer may have concerning the QS. The score, length and notes to be added shall be described by a subject of the discussion of, TxDOT. At the conclusion of this process, Proposer shall be equidistant with the committee of a review information and clarification provided during the interview. If equidistant, interviews shall be scheduled at a later date. Upon receipt of requested clarification and additional information as described above, if any, the QSs will be re-evaluated on the basis of the clarification and additional information.

Evaluation and ranking of QSs are subject to the sole discretion of TxDOT, TxDOT staff and such professional and other advisors as TxDOT may designate. TxDOT will make the final determination of the Proposer to be shortlisted for each delivery model, as it deems appropriate, in its sole discretion, and in the best interests of the State of Texas.

5.7 Changes in Proposer Organization

TxDOT warrants and agrees that the Proposer shall be able to develop and execute the proposed project, design, construction, and other financial obligations of the Project in a timely, effective and efficient manner. Accordingly, TxDOT shall require the Proposer to add and be satisfied to organize the Project in a manner that the Proposer processes the substantial of the Proposals, except in the event of a material organizational conflict of interest as defined in the qualifications section of the Request for Proposal. No withdrawal of the Project, following substantial of the QSS, the following actions shall be undertaken within TxDOT's review period:

- Deletion of substantial of a Project shall be identified in the QSS;
- Deletion of substantial of a Project, a Guarantee of Project or a portion of the Project shall be a financial responsibility for the Project; and
- Other changes in the Project shall be a Project.

6. COMMUNICATIONS, PUBLIC INFORMATION AND REGISTRATION

6.1 Improper Communications and Contacts

The following rules of conduct shall apply during the project, which began on the date of issuance of the RFQ and will be completed with the execution of the P3A. These rules are designed to ensure a fair and unbiased project process. Conduct includes face-to-face, telephone, facsimile, electronic mail (e-mail), or other written communication.

The specific rules of conduct are as follows:

(A) After substantial of QSS, the Proposer shall not be a communication with the Proposer or its employees with regard to the RFP or the Project, except that the employees shall be allowed to communicate with the Proposer as long as the Proposer establishes a protocol to ensure the subcontractor will not act as a conduit of information between the employees (conduct of Proposer organization is allowed during TxDOT's solicitation process);

(B) The Proposer shall cooperate with TxDOT regarding the RFQ and RFP or through TxDOT's and Proposer's designated representatives;

(C) Cooperation with the issuance of the RFQ and continuing until the award of (i) award and execution of the P3A, (ii) rejection of all Proposals by TxDOT or (iii) cancellation of the project, the Proposer or its employees shall

have a separate communication regarding the RFQ, RFP or the occurrence described herein with a representative of the Texas Transportation Commission with a TxDOT staff, advisor, consultant or someone involved with the occurrence or Project, except for communication with TxDOT consultants who have collected these services for the Project and been released by TxDOT, communication essential to the RFQ or RFP or except as approved in advance by the Director of the Texas Turnpike Authority Division, in his/her sole discretion. The foregoing shall not, however, include electronic communication with elected officials or the RFQ, RFP or the occurrence or for a public utility of the Commission or a public employee who shall be notified of his RFQ or the RFP. A person or entity such as prohibited communication shall be disqualified as the sole discretion of TxDOT;

(D) The Person shall not contact stakeholders regarding the Project, including employees, representatives and employees of the entities listed below:

- HCTRA and MCTRA or the LTPs along the Grand Parkway
- Houston Galveston Area Council
- SB 1420 Committee members
- FHWA
- Local city and County governments with jurisdiction with the Project limits
- A-95 Environmental Review agencies
- Grand Parkway Association
- TxDOT (except as provided herein)

(E) A communication deemed to be in violation, as the sole discretion of TxDOT, a result of disqualification;

(F) An official in violation regarding the Project will be disseminated from TxDOT's office of the Director or head. An official contact will be in violation signed by TxDOT's Authorized Representative or designee; and

(G) TxDOT will not be responsible for a total exchange or a portion of the information or exchange has occurred the official process specified herein.

6.2 Public Information Act

6.2.1 Disclosure Waiver

Each Proposal, by submitting a QS to TxDOT in response to the RFQ, concedes to the disclosure described in this RFQ, including this Section 6.2, and all of the disclosures required by law, and expressly waives a right to contest, in whole or in part, any such disclosure, or to initiate any proceeding that would have the effect of invalidating, in whole or in part, any such disclosure, under Texas Transportation Code Section 223.204, Texas Government Code Chapter 552 (the Public Information Act or the "Act"), the Code, the Rules of the Law Enforcement Confidentiality of Disclosure of Information. Under no circumstances will TxDOT be responsible or liable to a Proposal or to the award as a result of disclosing such materials. Proposal hereby agrees to assist TxDOT in complying with these disclosure requirements.

6.2.2 Insurers During Evaluation

Proposal shall be advised that observation of federal or state agencies, including these activities of local agencies, and observation of the QS evaluation process and will have the opportunity to review the QSs after the QS Due Date. Further, information submitted by Proposal shall be made available to TIFIA employees.

6.2.3 Public Disclosure of Proposal Documents

Proposal shall be advised that all portions of the QS or the Volume 2 shall be publicly disclosed by TxDOT as a matter of TxDOT's sole discretion.

6.2.4 Disclosure Process for Requests Under the Act

If a request is made under the Act for disclosure of Volume 2 of the QS or information contained therein, TxDOT will submit a request for a opinion from the Office of the Attorney General for disclosure of such documents. The Proposal shall have the opportunity to assist on a basis for non-disclosure of such documents as claimed except under the Act or the applicable Law of the Office of the Attorney General which the interested parties specified in the notice issued by TxDOT and allowed under the Act. However, it is the responsibility of the Proposal to initiate such proceedings and take the necessary steps. TxDOT, although obligated, does not have the authority to take any action to prevent disclosure; however, TxDOT is under no obligation to submit the information of the Proposal. By submitting a QS to TxDOT in response to the RFQ, each Proposal concedes to, and expressly waives a right to contest, the provision by TxDOT to the Office of the Attorney General of all, or a portion, of the QS, in accordance with the Act and each Proposal concedes to the release of all such information to the Attorney General for purposes of the Attorney General's request for disclosure of information in response to a disclosure request under the Act.

Under certain circumstances will TxDOT be responsible or liable to a P o s e or a o h e a s a result of disclosure of such materials, whether the disclosure is deemed equitable by Law or by a mode of court of the Office of the Attorney General, or occurs through inadvertence, is acknowledged by the authority of TxDOT or its offices, employees, contractors or consultants.

All P o s e s should obtain and thoroughly familiarize themselves with the Act, Code and the Rules applicable to the issue of confidentiality and public information. TxDOT will advise a P o s e as to the availability of documents related to the disclosure of disclosure under the Code, the Act or the Texas Laws, as to the interpretation of such Laws, or as to the definition of "adequately". The P o s e shall be solely responsible for all decisions made by it under applicable Laws. Each P o s e is advised to consult with legal counsel concerning the effect of applicable Laws on the P o s e 's own circumstances.

In the event of a proceeding or litigation concerning the disclosure of a QS or other confidential information, the P o s e , the P o s e shall be responsible for prosecuting or defending the action concerning the materials as its sole expense and risk; provided, however, that TxDOT reserves the right, in its sole discretion, to intervene or participate in the litigation in such a case as it deems necessary or desirable. All costs and fees (including attorney's fees and costs) incurred by TxDOT in connection with the litigation, proceeding or request for disclosure shall be reimbursed and paid by the P o s e whose QS is the subject of the proceeding.

6.3 Organizational Conflicts of Interest

The Rules of the Texas Administrative Code § 27.8 regarding organizational conflicts of interest apply to this Project. Respondents are advised that these rules also include certain financial subsidiaries and affiliates of a contractor or a Respondent.

Firms who are interested for ongoing jointing a P o s e e a i c l u d e , b u t a r e n o t l i m i t e d t o :

- Wilbur Smith Associates
- KPMG
- Halcon
- Jacobs Engineering Group
- Atkins
- Reynolds, Smith & Hills

- Nossa a , LLP
- Affilia es of a of he above

P o ose s a e advised ha o he TxDOT co sul a s wo ki g o he P ojec a have a o ga iza io al co flic of i e es . P o ose s a e e cou aged o eview he Rules a d discuss o e ial co flic s of i e es wi h os ec ive ea e be s. B sub i i g i s QS, each P o ose ag ees ha , if a o ga iza io al co flic of i e es is he eaf e discove ed, he P o ose us ake a i edia e a d full wi e disclosu e o TxDOT ha i cludes a desc i io of he ac io ha he P o ose has ake o o oses o ake o avoid o i ga e such co flic s. If a o ga iza io al co flic of i e es ha he P o ose k ew o should have k ow abou bu did o disclose is de e i ed o exis du i g he ocu e e ocess, TxDOT a , a is disc e io , disqualif he P o ose . If a o ga iza io al co flic of i e es ha he P o ose k ew o should have k ow abou bu did o disclose exis s a d he P o ose has e e ed i o a P3A as he Develo e , TxDOT will e i a e he P3A. I ei he case, TxDOT shall avail i self of a e edies i a have a law.

P o ose s a e also advised ha TxDOT's olic is i e ded o aug e a llicable fede al a d s a e law. Such a llicable law will also a l o P o ose ea s a d ea i g a d a eclude ce ai fi s a d hei ela ed e i es fo a ici a i g o a P o ose ea .

7. PR TEST PR EDURES

7.1 pplicability

This Sec io 7 a d Sec io 27.6 of he Texas Ad i is a ive Code se fo h he exclusive o es e edies available wi h es ec o his RFQ a d esc ibe exclusive ocedu es fo o es s ega di g:

- (1) allega io s ha he e s of he RFQ a e wholl a biguous, co a o legal equie e e s a llicable o he ocu e e , o exceed TxDOT's au ho i ;
- (2) a de e i a io as o whe he a QS is es o sive o he equie e e s of he RFQ; a d
- (3) sho lis i g de e i a io s.

7.2 Required Early ommunication for ertain Protests

P o es s co ce i g he issues desc ibed i Pa A, Sec io 7.1(1) a be filed o l af e he P o ose has i fo all discussed he a u e a d basis of he o es wi h TxDOT, followi g he ocedu es esc ibed i his Sec io 7.2. I fo al discussio s shall be i i a ed b a wi e eques fo a o e-o -o e ee i g delive ed o he

addresses specified in Part A, Section 3.4. The writer requests should include a agenda for the proposed meeting. TxDOT will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, TxDOT anticipates its sole disclosure, make a notification to the RFQ documents by the addendum.

7.3 Deadlines for Protests

(1) Protests concerning the issues described in Part A, Section 7.1(1) must be filed as soon as the basis for the protest is known, but no later than 20 calendar days prior to the QS Due Date, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than 5 business days after the addendum is issued.

(2) Protests concerning the issues described in Part A, Section 7.1(2) must be filed no later than 5 business days after receipt of the notification of proposed issues.

(3) Protests concerning the issues described in Part A, Section 7.1(3) must be filed no later than 10 days after the execution of the solicitation of the solicitation of the public accountancy of the solicitation.

7.4 Content of Protest

Protesters shall complete the attached checklist and the grounds for protest, is legal authority, a dis factual basis, and shall include all factual and legal documents and sufficient detail to establish the merits of the protest. Sworn affidavits shall be submitted under penalty of perjury.

7.5 Filing of Protest

Protests shall be filed by hand delivered or before the applicable deadline to Mr. Eddie Sanchez, P.E., Texas Department of Transportation, Major Projects Office, 7721 Washington Ave., Houston, Texas 77007, with a copy to Mr. Jack Ingram, Office of General Counsel, Texas Department of Transportation, 150 Riverside Drive, 4th Floor North Tower, Austin, TX 78704, Austin, TX 78704, as soon as the basis for protest is known to the Proposer. The protest filing the protest shall constitute a file a copy of the protest with the other Proposers whose addresses shall be obtained from TxDOT's website.

7.6 Comments from other Proposers

The Proposer shall file a response to the solicitation of the protest within 7 days of the filing of the protest. TxDOT shall not forward copies of all

such as a e e s o he o es a . A s a e e s shall be swo a d sub i ed u de e al of e ju .

7.7 Burden of Proof

The o es a shall have he bu de of ovi g i s o es . TxDOT a , i i s sole disc e io , discuss he o es wi h he o es a a d o he P o ose s. No hea i g will be held o he o es . The o es shall be decided o he basis of wi e sub issio s.

7.8 Decision on Protest

The Execu ive Di ec o o he Execu ive Di ec o 's desig ee shall issue a wi e decisio ega di g he o es wi hi 30 da s af e he fili g of he de ailed s a e e of o es . If ecessa o add ess he issues aised i a o es , TxDOT a , i i s sole disc e io , ake a o ia e evisio s o his RFQ b issui g Adde da.

7.9 Protestant's Payment of osts

If a o es is de ied, he P o ose fili g he o es shall be liable fo TxDOT's cos s easo abl i cu ed o defe dagai s o esolve he o es , i cludi g legal a d co sul a fees a d cos s, a d a u avoidable da ages sus ai ed b TxDOT as a co seque ce of he o es .

7.1 Rights and bligations of Proposers

Each P o ose , b sub i i g i s QS, ex esl ecog izes he li ia io o i s igh s o o es ovided i his Sec io 7, a d ex esl waives all o he igh s a d e edies a d ages ha he decisio o he o es is fi al a d co clusive. If a o ose dis ega ds, dis u es, o does o follow he exclusive o es e edies ovided i his Sec io 7, i shall i de if a d hold TxDOT a d i s office s, e lo ees, age s, a d co sul a s ha less fo a dagai s all liabili ies, fees a d cos s, i cludi g legal a d co sul a fees a d cos s, a d da ages i cu ed o suffe ed as a esul of such P o ose 's ac io s. Each P o ose , b sub i i g a QS, shall be dee ed o have i evocabl a d u co di io all ag eed o his i de i obliga io .

8. TXD T RESERVED R GHTS

I co ec io wi h his ocu e e , TxDOT ese ves o i self all igh s (which igh s shall be exe cisable b TxDOT i i s sole disc e io) available o i u de he Code, he Rules a d a licable law, i cludi g wi hou li ia io , wi h o wi hou cause a d wi h o wi hou o ice, he igh o:

- Develo he P ojec i a a e ha i , i i s sole disc e io , dee s ecessa . If TxDOT is u able o ego ia e a P3A o i s sa isfac io wi h a P o ose , i a

Negotiation with the highest rated Proposal, and the award of the contract to the successful bidder, shall be subject to the award of the contract to the successful bidder in accordance with the provisions of Texas law as it applies to the award of the contract.

- Cancel this RFQ or the subsequent RFP in whole or in part, including with respect to a particular deliverable, and award the contract to the successful bidder of a P3A, with the understanding that the contractor shall be liable for the costs of the work produced in accordance with the RFP.)
- Issue a new request for qualifications after the award of this RFQ or a subsequent RFP.
- No issue a RFP.
- Reject a bid from all submitters, regardless of the number of proposals received from a bidder.
- Modify all details set forth in this RFQ.
- Terminate evaluations of proposals received from a bidder.
- Suspend the award of a P3A negotiation to a bidder, election of a contractor for a P3A negotiation with a proposed project award and the award of a contract to the highest ranked Proposal.
- Issue an addendum, supplement or modification to this RFQ.
- Allow evaluation committees to view proposals, make recommendations to the Committee and seek the assistance of outside technical experts and consultants in the evaluation process.
- Require completion of information furnished by a Proposal, and the addition of information for a Proposal to the list of questions and the addition of evidence of qualifications to the work described in this RFQ.
- Seek to obtain information from a source that has the ability to provide the awarding agency with an evaluation of the proposals of this RFQ.
- Add or delete Proposal requirements for the information contained in this RFQ or a subsequent RFP.
- Negotiate with a Proposal with the understanding that the award of the contract shall be subject to the award of the contract to the successful bidder.
- Waive deficiencies in a QS, accept an evaluation of a contractor's QS or the clarification of a supplement to a QS.

- Disqualify a Proposer has charges is substantial without TxDOT approval.
- No issue arise or proceed after execution of the P3A.
- No lawsuit the TIFIA credit approval on behalf of the Proposer.
- No seek a allocation for PABs on behalf of the Proposer.
- Exercise all the rights reserved or afforded to TxDOT under this RFQ.

This RFQ does not commit TxDOT to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in Part 3, Section 3, TxDOT and the State of Texas assume no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Proposer.

In no event shall TxDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a P3A, in form and substance satisfactory to TxDOT, has been executed and authorized by TxDOT and, then, only to the extent set forth therein.

PART B

QUALIFICATION SUBMITT

1. DEFINITIONS

The following terms describe the elements of the Proposal's team that are required to be included in the QS for the elevated model(s):

Capital Maintenance Firm – For design-build QSSs, the element of the Proposal team is responsible for maintenance of the Project.

Equity Member –

For design-build QSSs, an element of the Proposal team has (a) if the Proposal is a joint venture, an element of the joint venture, (b) if the Proposal is a sole proprietorship, a full-time liability, or an equity owner of the Proposal or (c) if the Proposal is a consortium, an element has a full-time, the Proposal.

For all construction QSSs, an element of a Proposal Team will contribute shareholder's equity to the Developer as a condition of the financing for the Project.

Financial Advisor – The element of the construction Proposal team is responsible for developing the financial model, advertising the design and construction for the Project.

Key Personnel – The personnel listed in Part B, Volume 3 Section C.

Lead Contractor – The element of the Proposal team, whether a single entity or joint venture, is a full-time responsible for the construction of the Project.

Lead Engineering Firm – The element of the Proposal team, whether a single entity or joint venture, is a full-time responsible for the design and engineering of the Project.

Lead Operations and Maintenance Firm – For QSSs submitted for all construction model, the element of the Proposal team, whether a single entity or joint venture, is a full-time responsible for the maintenance of the Project.

Major Non-Equity Member –

For design-build QSSs, a portion of the Proposed Lead Engineer, Lead Contractor, and Capital Maintenance, except where these entities qualify as a Qualified Member.

For construction QSSs, a portion of the Proposed Lead Engineer, Lead Contractor, Financial Advisor, legal advisor and Lead Operator and Maintenance, except where these entities qualify as a Qualified Member.

2. REGISTRATION

Proposed state-qualified or assembled QSSs shall be described and follow the outline format contained in this Part.

Design Build QS Organization

| | |
|---|---|
| Volume 1 | |
| Section A – General | (a) Financial – Tax and Liability |
| | (b) Executive Summary |
| | (c) Confidential Cost Index |
| Section B – Proposed Information / Project Experience | (a) Information Regarding Equipment, Major Identified Non-Equipment Submittals |
| | (b) Management Structure |
| | (c) Firms E-1 to E-3 – Relevant Experience |
| | (d) Firm – Reference Summary |
| | (e) Legal Qualifications |
| Section C – Statement of Technical Approach | Statement of Technical Approach |
| Volume 2 | |
| Section A | Financial Statement and Credit Ratings |
| Section B | Material Charges in Financial Condition |
| Section C | Off-Balance Sheet Liabilities |
| Volume 3 | |
| Section A | Firm Background |
| Section B | Subcontractors |
| Section C | Personnel Qualifications |
| Section D | Essential Information Regarding Key Personnel |
| Section E | Project Descriptions |

Toll concession QS organization

| Volume 1 | |
|--|--|
| Section A – General | (a) Form A – Taxial Letter |
| | (b) Executive Summary |
| | (c) Confidential Copies Index |
| Section B – Prosal Information / Project Exercice | (a) Information Regardig Equipments and Major Identified Non-Equipments |
| | (b) Management Structure |
| | (c) Forms E-1 or E-3 - Relevant Exercice |
| | (d) Form D – Reference Summary |
| | (e) Legal Qualifications |
| Section C – Statement of Technical Approach | Statement of Technical Approach |
| Section D – Project Financing Exercice | (a) Relevant Exercice (Form F) |
| | (b) Case Studies |
| Section E – Commercial Project Financial Discussion | Commercial Project Financial Discussion |
| Volume 2 | |
| Section A | Financial Statement and Credit Ratings |
| Section B | Material Changes in Financial Condition |
| Section C | Off-Balance Sheet Liabilities |
| Volume 3 | |
| Section A | Form B and C |
| Section B | Summary Letter |
| Section C | Personal Qualifications |
| Section D | Excess Capacity and Regardig Key Personnel |
| Section E | Project Description |

V UME 1

Volume 1 of the QS shall contain the following:

Section General

(a) Form – Transmittal letter:

A duly authorized official of the P o o s e o l e a d f i u s e x e c u e t h e a s s i a l l e e i b l u e i k . F o P o o s e s h a a e j o i n e u e s , a e s h i s , l i i e d l i a b i l i c o a i e s o o t h e a s s o c i a t i o n s , t h e a s s i a l s h a l l h a v e a d e d o i l e e s o t h e l e e h e a d s a i o e o f e a c h e i h o l d i g a e q u i i e e s i t h e P o o s e , e x e c u e d b y a u t h o r i z e d o f f i c i a l s o f e a c h e q u i e b e , s a i g h a e e s e a i o s , s a e e s a d c o i e s a d e b t h e l e a d f i o b e h a l f o f t h e e q u i e b e ' s f i h a v e b e e a u t h o r i z e d b y a e c o e c , a d a c c u a e l e e s e t h e o l e o f t h e e q u i e b e ' s f i i t h e P o o s e e a .

(b) Executive Summary:

A Executive Summary, not exceeding 10 pages. The Executive Summary shall be written in a non-technical standard shall contain sufficient information for review with both technical and non-technical backgrounds to become familiar with the P o o s e ' s Q S a d i s a b i l i o s a i s f i e f i a c i a l a d e c h i c a l e q u i e e s o f t h e P o j e c .

(c) Confidential contents index:

Any executed by the P o o s e h a s e s f o r t h e s e c i f i e s i V o l u e 2 (a d t h e s e c i o a d a g e u b e s w i t h t h e Q S a w h i c h s u c h i e s a e l o c a e d) h a t h e P o o s e d e e s c o f i d e n t i a l , a d e s e c e o o i e a i f o a i o o e c e d b S e c i o 223.204 of the Code of the Ac (as described in Part A, Section 6.2). Blake designations shall not be acceptable and a because of TxDOT on the other side of Volume 2 of the QS as public information. No witness during the foregoing, the listed equipment his Subsection (c) is intended to provide to TxDOT as a confidential matter of a P o o s e ' s f i a c i a l i f o a i o , b u i t n e v e r s h a l l s u c h l i s t b e b i d i g o T x D O T , d e e i a i v e o f a i s s u e e l a i g o c o f i d e n t i a l i o a e q u e s u d e t h e A c (a s d e s c r i b e d i n Part A, Section 6.2) otherwise provided in the provisions of Section 223.204 of the Code of TxDOT's responsibilities hereunder.

Section B Proposal Information/Project Experience

(a) Information Regarding Equity Members, Major Identified Non-Equity Members and Guarantors

1. The Proposal

Identify the legal name of the Proposal. If the name is a DBA, identify the legal names. Identify a sole officer of the contractor (a real estate) and include the following information: name, title, address, telephone and fax number and e-mail address. Identify the legal name and name of the Proposal and the name of its organization.

2. Equity Members and Guarantors

For each Equity Member of the Proposal, identify the individual's role and the individual's legal name and name of organization. In addition, for QSs submitted for consideration under the design-build delivery model, include the name, the individual's legal name and name of organization for all identified Guarantors. (See Part B, Volume 2, Section A(f) for guarantor requirements.) Two Proposals for the same delivery model are prohibited for Equity Members, or affiliated companies (i.e. parent, sister, subsidiary companies, etc.) serve as Equity Members or otherwise have a Proposal for the same delivery model.

3. Major Identified Non-Equity Members

Identify each Major Non-Equity Member, plus a note whether the Proposal wishes to identify its QS as his or her (regardless of the "Major Identified Non-Equity Member"). For each Major Identified Non-Equity Member of the Proposal, identify the individual's role and the individual's legal name and name of organization.

(b) Management Structure

For each QS, provide a narrative of no more than 5 pages (8.5" x 11") describing the Proposal's organization and organizational structure. This will show how the Proposal will structure all of its work, including a detailed description of project delivery. The narrative will be submitted by the contractor, on a letterhead of 11" x 17" size, as follows:

- Organization chart showing the Proposal's Equity Members, Major Non-Equity Members and Major Identified Non-Equity Members. Indicate the percentage of shareholding of each Equity Member. If the Proposal is a design-build joint venture, indicate the interests of each Equity Member under the arrangement.

ag e e s. I additio , a P o ose sub i i g a QS o be co side ed fo evalua io u de he desig -build odel a d a ici a i g ha a gua a will be equi ed shall ovide a able of o ga iza io showi g he co o a e ela io shi be wee he P o ose , Equi Me be o Majo Ide ified No -Equi Me be a d he Gua a o .

- O ga iza io cha showi g he o ose s a age e s uc ue a d "chai of co a d" wi h Ke Pe so el show oge he wi ha o he eleva e so el P o ose wishes oide if a his i e, a d ide if i g ajo fu cio s o be e fo ed a d hei e o i g ela io shi si a agi g, desig i g, co s uc i g, o e a i g a d ai ai i g he P ojec .

(c) Forms E-1 to E-3 - Relevant Experience

The QS shall co ai co le ed Fo s E-1, E-2, a d E-3. P ojec desc i io s fo each of he ojec s lis ed i Fo s E-1, E-2 a d E-3 shall be i cluded i Volu e 3, Sec io E.

1. Fo E-1: Tech ical Ex e ie ce – Lead Desig Engi ee : P ovide de ails fo a axi u of fou ojec s i co lia ce wi h he equi e e s se fo h i Fo E-1 a d bes ee i g he evalua io cie ia se fo h i Pa A, Sec io 5.
2. Fo E-2: Tech ical Ex e ie ce – Lead Co ac o : P ovide de ails fo a axi u of six ojec s i co lia ce wi h he equi e e s se fo h i Fo E-2 a d bes ee i g he evalua io cie ia se fo h i Pa A, Sec io 5.
3. Fo E-3: Tech ical Ex e ie ce – Lead O e a io s a d Mai e a ce Fi /Ca i al Mai e a ce Fi : P ovide de ails fo a axi u of fou ojec s i co lia ce wi h he equi e e s se fo h i Fo E-3 a d bes ee i g he evalua io cie ia se fo h i Pa A, Sec io 5. Fo E-3 lis i g ex e ie ce fo he Lead O e a io s a d Mai e a ce Fi is equi ed fo QSs sub i ed fo evalua io fo he full oll co cessio odel. Fo E-3 lis i g ex e ie ce fo he Ca i al Mai e a ce Fi is equi ed fo QSs sub i ed fo evalua io fo he desig -build odel.

(d) Form D – Reference Summary

The QS shall co ai a co le ed Fo D co solida i g all of he efe e ces equi ed. This should i clude efe e ces fo all ojec ex e ie ce lis ed o Fo s E-1, E-2 a d, E-3.

Fo ojec s/co ac s lis ed fo desig fi s ha wee adi io al co sul a /e gi ee i g se vices co ac s (as o osed o, fo exa le, desig -build

contracts), the information sought above shall be limited to the contract /engineering services contract, and the awarding contractor when such entities had liability involved.

For projects/contracts listed for construction finishing the additional design/bid/build delivery method, the information sought above shall be limited to the contractor, and the awarding contractor when such entities had liability involved.

Proposals are requested over if the contractor information is correct, and be advised that the contractor information provided is correct, TxDOT may elect to exclude the executive and selected board project details regarding the proposer's qualifications.

For the identified in the QS for which executive and qualifications have been provided pursuant to Part B, Volume 1, Section B(c), the proposer, but is required to include relevant project references for D.

(e) Legal Qualifications

The following information regarding legal issues affecting the proposer and its representatives shall be submitted:

1. Legal Issues

Identify and explain significant actual legal issues which the proposer must resolve in order to carry out the project and its obligations under P3A.

2. Legal Liabilities

Provide a list and a brief description of all instances during the last five years involving a lawsuit project in which the proposer (or any of its subsidiaries) has sued or is sued with the proposer, and Equi-Be, or a Major Non-Equi-Be was (i) denied, pursuant to a final determination in a court of law, a liability proceeding or the dispute resolution proceeding, or be liable for a material breach of contract (ii) either a direct cause. For each instance, identify the owner's relationship with the contractor and the additional address.

3. Legal Proceedings

Provide a list and a brief description (including the resolution) of each liability, litigation, dispute review board or the dispute resolution proceeding occurring during the last five years between the public owner and the proposer (or any of its subsidiaries) has sued or is sued with the proposer, and Equi-Be or a Major Non-Equi-Be a direct liability greater than or in excess of \$500,000 related to the contract as a project with a contract value in excess of \$25 million.

Include a similar list for all projects included in the scope of Part B, Volume 1, Section B(c), regardless of whether the disbursement occurred during the past five years or involved the same organization has in the Project's area. For each issuance, identify a owner's representative with a current e-mail address.

Section Statement of Technical Approach

Provide a narrative description of the Project's technical approach to the Project. This narrative shall include the Project's:

- (1) understanding of the Project scope;
- (2) approach to P3A contracting and successful delivery of the Project using P3A contracting;
- (3) identification and understanding of the Project risks and potential solutions to address the risk, including:
 - (i) risks with consequences arising during design;
 - (ii) risks with consequences arising during construction; and
 - (iii) risks with consequences arising during the operation and/or maintenance period, as applicable.

The Narrative of Technical Approach shall be no longer than **six (6)** pages.

Section D Project Financing Experience

(a) Relevant Experience (Toll Concession)

The QS shall complete the Form F, providing information regarding projects that demonstrate the experience of the Project, each Equity Member of the Project's financial team (including the Financial Manager, Project Financial Lead and external financial advisor) with development and implementation of financial forecasting field rollout concession projects. Project descriptions for each of the projects listed in Form F shall be included in Volume 3, Section E. Form F shall list no more than a maximum of six projects.

(b) Case Studies

Provide case studies demonstrating the financial experience of the Project, on behalf of the Equity Members, in similar financial experience of the Project's financial team (including the Financial Manager, Project Financial Lead and external Financial Advisor, if any). The case studies should describe a financial challenges technical or financial aspects of the transaction and how these challenges were overcome in order to achieve financial close. Responses to this question should include a list of words or phrases a maximum of four case

studies of projects have identified the following:

- (1) development of financial covenants with debt and debt service requirements;
- (2) additional coordination of various forms of debt financing, including the use of a broad range of financing issues, which include bank debt, TIFIA, Private Activity Bonds, and other bonds;
- (3) additional coordination of equity investment sources;
- (4) coordination of financing for legal projects with utilities stakeholders;
- (5) successful security covenants for a capital lease debt;
- (6) economic sanctions have affected the utility financial close, including a description of obstacles and how these obstacles were resolved; and
- (7) experience securing private financing with challenge financial lease due to the asset base (at least one case study includes his information.)

Each case study shall not exceed two pages.

Section E Conceptual Project Financing Discussion

The conceptual project financing discussion is intended to provide prospective bidders with the knowledge and understanding of the roles, equipment and critical considerations involved in development of the financial covenants for the Project. Provide a summary of the major factors that will influence the development of a financial covenant for the Project, including a discussion of the following topics:

- (1) Broadly describe the anticipated financing strategies and the availability of executed debt sources for the field of covenants with debt and debt service. Please indicate where the most likely borrower will be located.
- (2) Give the easiest guide of factors used in the United States and globally, and the size of the Project, discuss the sources of

equi ca i al ha a e likel o be available fo he P ojec a d ou
a oach o secu i g such co i e s.

- (3) Desc ibe ou u de s a di g of he c edi i lica io s a d i ga io
fac o s of va ious isk alloca io odels i g ee field oll oad ojec s.
- (4) Desc i io a d discussio of he availabili of secu i , bo di g,
i su a ce o a e gua a ees ha a be equi ed o successfull
fi a ce he P ojec .
- (5) Seg e E of he G a d Pa kwa is cu e l bei g develo ed as a
Desig -Bid-Build ojec a d will be aid fo b TxDOT. Wha , if a ,
a e he c edi , fi a cial a d co e cial i lica io s of i cludi g
Seg e E i he sco e of he P ojec ?

The Co ce ual P ojec Fi a ci g Discussio a be o lo ge ha **five (5)** ages.

V UME 2

Volume 2 of the QS shall contain the following:

Section Financial Statements and Credit Ratings

Financial statements for the Proposed and equity interests of Proposed for the three consecutive fiscal years be provided to the proposed capability of the Proposed.

Financial statements include:

- i. Officer Letters (Auditor's Report);
- ii. Balance Sheet;
- iii. Income Statement;
- iv. Statement of Changes in Cash Flow; and
- v. Footnotes.

In addition, financial statements use the following equity interests:

- a. **GAAP** – Financial statements use be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP"). If financial statements are prepared in accordance with principles other than U.S. GAAP, a letter must be provided for a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP.
- b. **U.S. Dollars** - Financial statements use be provided in U.S. dollars. If financial statements are not available in U.S. dollars, the Proposed must include summaries of the Income Statement and Balance Sheet for the applicable periods converted to U.S. dollars by a certified public accountant.
- c. **Audited** - Financial statements use be audited by a independent qualified independent auditor (e.g. a certified public accountant). If audited financial statements are not available for a equity owner, the QS shall include unaudited financial statements for such owner, certified as true, correct and accurate by the chief financial officer ("CFO") or representative of the entity.
- d. **English** – Financial statements include must be prepared in English. If audited financial statements are not prepared in the language other than English, a translation of all financial statements include must be provided with the original financial statements include.

e. **Newly Formed Entity** - If the P o ose is a ewl fo ede i a d does o have i de e de fi a cial sa e e s, fi a cial sa e e s fo he equi ow e s shall be ovided (a d he P o ose shall ex esl sa e ha he P o ose is a ewl fo ede i a d does o have i de e de fi a cial sa e e s).

f. **Guarantor** -

(i) Desig -build odel equie e s: If fi a cial sa e e s of a a e co a , Equi Me be o o he affilia e co a ("Gua a o") a e ovided o de o s a e fi a cial ca abili of he P o ose , a gua a will be equi ed fo such e i as a co di io o execu io of he P3A. Gua a o s will be equi ed fo P o ose s ha a e ewl fo ed o li i ed liabili co a ies o ha do o ee s ecified e wo h equie e s. I addio , P o ose s shall o e ha TxDOT a , i i s disc e io based u o he eview of he i fo a io ovided, s ecif ha a acce able Gua a o is equi ed as a co di io of sho lis i g.

(ii) Toll co cessio odel equie e s: P o ose s shall o e ha TxDOT a , i i s disc e io based u o he eview of he i fo a io ovided, s ecif ha a acce able Gua a o o addio al Equi Me be is equi ed as a co di io of sho lis i g.

g. **SE Filings** - If he ea o a o he e i fo who fi a cial i fo a io is sub i ed he eb files e o s wi h he Secu i es a d Excha ge Co issio , he such fi a cial sa e e s shall be ovided h ough a co of hei a ual e o o Fo 10K. Fo all subseque qua e s, ovide a co of a e o filed o Fo 10Q o Fo 8-K which has bee filed si ce he la es filed 10K.

h. **Confidentiality** - The P o ose shall ide if a i fo a io which i believes is e i led o co fide iali u de Texas T a s o a io Code Sec io 223.204 a d he Public I fo a io Ac , b laci g he wo d "CONFIDENTIAL" o each age a d lis ed i Pa B, Volu e 1, Sec io A(c).

i. **Credit Ratings** - A o ia e c edi a i gs us be su lied fo each P o ose , equie e be , a d Gua a o o he ex e such e i es have c edi a i gs. If o c edi a i gs exis , i clude a sa e e s ecif i g ha o c edi a i gs exis fo ha e i .

Section B Material hanges in Financial ondition

I fo a io ega di g a a e ial cha ges i fi a cial co di io fo P o ose , each equi ow e , a d Gua a o fo he as h ee ea s a d a ici a ed fo he ex e o i g e iod. If o a e ial cha ge has occu ed a d o e is e di g, he P o ose , equi ow e , o Gua a o , as a licable, shall ovide a le e fo i s CFO o easu e so ce if i g.

Set forth below is a preliminary list of events identified to provide examples of what TxDOT considers a material change in financial condition. This list is identified to be indicative only.

When the disclosure of TxDOT, a failure to disclose a material change in financial condition results in disqualification for future participation in the selection process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a summary description of each material change in detail, the likelihood that the development will continue during the period of the forecast of the Project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the CFO or Treasurer. References to the entity's financial statements shall be sufficient to address the equity and to discuss the impact of material changes.

When a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to mitigate the Project forecast of material changes, and those currently in progress to ensure compliance with the future. If the financial statements indicate that expenses and losses exceed income in each of the 3 consecutive fiscal years (even if the entity has a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and a determination of when the entity will be profitable.

List of Representative Material Changes

1. A event of default or bankruptcy involving the affected entity, a related business unit within the same company, or the same company of the affected entity;
2. A change in available working capital of 10% of shareholder equity;
3. A sale, lease or acquisition exceeding 10% of the value of shareholder equity in the sale, lease or acquisition which in any way involves the affected entity, a related business unit, or the same company of the affected entity;
4. A change in credit rating for the affected entity, a related business unit, or the same company of the affected entity;
5. Inability to meet contractual obligations of loan or debt covenants by the affected entity, a related business unit or the same company of the affected entity which has equity holders will require a waiver or modification of agreed financial ratios, covenant factors or the loan structure, or addition of covenants on the shareholder's behalf;
6. In the current and the next consecutive fiscal years, the affected entity, a related business unit or the same company, or the same company of the affected entity in either: (i) increase in operating loss; (ii) substantial changes exceeding 5% of the shareholder equity due to claims, charges or

accounting, write-offs or business restructuring; or (iii) in the case of restructuring/education labor force exceeding 200 positions involves the disposition of assets exceeding 10% of the shareholder equity;

7. Other events known to the affected entity, a related business unit or a component of the affected entity which represent a special charge or financial condition over the assessment period to be disclosed for the reporting period.

Section Off-balance Sheet liabilities

Allocate to the CFO or ease of the entity or the certified public accountant for each entity for which financial information is submitted, identify (1) the universe of off-balance sheet liabilities and (2) the aggregate dollar amount thereof.

Package the information separately for each separate entity with a cover sheet identifying the nature of the organization and disclose the Purpose of organization (i.e., equipment lease, lead design, subcontractor, etc.).

V UME 3

Volume 3 of the QS shall contain the following:

Section Forms B and

Executed originals of Form B and Form C for the Purchase, each executed by the Purchaser, each Guarantor and each Major Identified Non-Equity Member. **Proposers are advised that Form B may be released to the public and media.**

Section B Surety Letter

Evidence of a surety or a surety company indicating that the Purchaser is capable of obligating a Performance Bond and Payment Bond in an amount of at least \$500 million. Alternatively, the QS shall include evidence of a bank indicating that the Purchaser is capable of obligating a standby letter of credit in an amount of at least \$500 million. The evidence shall take the form of a letter of surety/surety company or bank, as applicable, indicating that such capacity exists for the Purchase or the execution with the assignor/surety company. Letter indicating "unlimited" bonding capacity of credit capacity is also acceptable.

The surety/surety company or bank providing such letter shall be a subsidiary of the working companies being recognized as obligors of at least A- (A minus) or better Class VIII or better by "AM Best & Company," and shall indicate the relevant rating. The letter shall specifically state that the surety/surety company or bank, as applicable, has read his RFQ and evaluated the Purchaser's backlog and working - ongoing indebtedness and is satisfied with the capacity. It is a condition precedent to the issuance of the Performance Bond of the Purchase of the facilities which financial information is submitted as executed heretofore the execution of a certificate of the surety/surety company shall specifically include a review of the fact sheet submitted regarding such changes and identify the special conditions which shall be imposed before issuance of the bonds of a letter of credit for the Project.

If a Purchaser or assignor is not eligible for assignment, as applicable, is a joint venture, a partnership, limited liability company or other association, separate legal entity or one of the individual equity interests of the Purchaser or assignor is eligible for assignment, as applicable, an acceptable, as is a single letter covering all equity interests.

TxDOT has the sole responsibility to provide the specific amount of security that will be required for the Project. TxDOT shall deliver such security, which will be consistent with applicable law, in the RFP.

Section Personnel Qualifications

Proposers are required to provide separate resumes for all Key Personnel, as well as for the evaluator and those who are shown in the Organizational Chart included in Volume 1, and whose qualifications and experience will be evaluated as described in Part A, Section 5.

Resumes shall be limited to two pages each (exclusive of licenses and/or license applications) and one individual shall be designated to fill each position.

Resumes shall include the following information for each project listed:

- a) Name of the project, the public owner's contact information (project name, home, office, e-mail address), and project name (if any) and dates of work performed on the project. If the owner's project name is not given, the individual shall provide a name and address of the owner/agency who has led the project. TxDOT may use the information provided to verify the experience claimed for an individual. A list of these individual projects and references shall be provided for each resume.
- b) Description of the work services provided and role on the project. If the role was not led, identify the dates and duration of each role.
- c) Relevant licensing and registration (copies of licenses and/or applications for licenses where applicable must be attached).

Technical Key Personnel (for design-build and construction QSs) are listed as follows.

| Position | Description |
|-----------------|--|
| Project Manager | Responsible for overall design, construction, operation, maintenance and coordination on behalf of the Developer including safety and environmental compliance for the Project, assigned to the Project full time and co-located/semi-located at the project site. |
| Superintendent | Responsible for supervising the Project is constructed in accordance with the Project requirements, assigned to the Project full time and co-located/semi-located at the project site. |

| | |
|------------------------------------|--|
| Lead Quali Ma age | Res o sible fo he ove all desig , co s uc io a d life c cle quali of he ojec , i le e i g quali la i g a d ai i g, a d a agi g he ea 's quali a age e ocesses. Re o s di ec l o i d i vidual a Lead Co ac o who is ou side he oduc io ea a d bea s o di ec i edia e ofi a d loss es o sibili fo he P ojec . I de e de of Lead Co ac o 's oduc io ea a d has he au ho i o s o wo k. Ma also se ve as co s uc io quali a age , bu o he Desig Quali Ma age . Shall be co- loca ed a d o -si e u il fi al acce a ce. |
| Envi o e al Co lia ce Ma age | Res o sible fo assu i g co lia ce of all o si e ac ivi ies wi h he equi e e s of all e i s a d egula o equi e e s. Re o s di ec l o he Lead I d i vidual(s) fo he Equi Me be . I de e de of Lead Co ac o 's oduc io ea a d has he au ho i o s o wo k. |
| Design | |
| Desig Ma age | Res o sible fo e su i g ha he ove all P ojec desig is co le ed a d desig c i e ia equi e e s a e e . Co- loca ed whe eve desig ac ivi ies a e bei g e fo ed, i cludi g desig ac ivi ies ela ed o field desig cha ges. |
| Lead Roadwa Desig Engi ee | Res o sible fo e su i g ha he desig of he oadwa is co le ed a d desig c i e ia equi e e s a e e . Will be he Engi ee of Reco d fo he oadwa . |
| Lead B idge Desig Engi ee | Res o sible fo e su i g ha he desig of b idges is co le ed a d desig c i e ia equi e e s a e e . Will be he Engi ee of Reco d fo he b idges. |
| Desig Quali Ma age | Res o sible fo all as ec s of desig quali a d fo i le e a io of ocedu es o e su e all desig oduc s a e accu a e a d checked befo e elease. |
| &M | |
| O&M Ma age | Res o sible fo ove all desig , co s uc io , o e a io , ai e a ce a d co ac ad i is a io a e s o behalf of he Develo e , i cludi g safe a d e vi o e al co lia ce followi g se vice co e ce e a d i e faci g wi h TxDOT i co lia ce wi h he O&M o cols a a ge e . |

Fi a cial Ke Pe so el (fo co cessio QSs) a e lis ed as follows.

| Financial Key Personnel | |
|--------------------------------|--|
| Financial Manager | Responsible for overall financial management and exercise of financial controls for Project, assigned to the Project full time. |
| Project Finance Lead | The member of the construction Process of financial team include general financial advisors responsible for developing the financial model in conjunction with the P3A team, and subsequently guide the financial goals for the Project. |

Section D Express Commitment Regarding Key Personnel

Alexess, will ensure compliance with the Key Personnel designated in the QS for the project. Roles described in Part B, Section C shall be available to serve the role so identified in conjunction with the Project. While TxDOT recognizes the availability and scheduling issues in accordance with the Process, Process as a unique role identify and offer the role that believe will be available for, and identify assigned work, the Project for the role so identified. Procedures concerning changes of such role will be set forth in the RFP; however, regardless of the role such changes will be subject to TxDOT approval, in its sole discretion. Failure to obtain TxDOT approval for such changes shall result in disqualification of the Process by TxDOT.

Section E Project Descriptions

Volume 3, Section E of the QS shall include the project descriptions discussed in Part B, Volume 1, Section B and listed on Forms E-1, E-2 and Form E-3. These shall be a maximum two-page narrative description for each project on a standard 8-1/2" x 11" sized white paper. The description should, in addition, give a overview of the project and explain where the experience the contractor gained on the project is relevant.

P RT

EXH B TS ND F RMS

**EXH B T
PR JE T M P**



November 08, 2011

**EXH B T B-1
TERM SHEET F R DB**

[Provided Separately]

**EXHIBIT B-2
TERM SHEET FORM**

[Provided Separately]

**EXHIBIT B-3
TERMSHEET FOR N E S S N P3**

[Provided Separately]

**EXHIBIT
ENVIRONMENTAL STATUS**

Segment : No environmental work has been undertaken for this Segment.

Segment B: A Draft Environmental Impact Statement (DEIS) is currently under development. A Final Environmental Impact Statement (FEIS) is anticipated to be released in 2013. A request for issuance of a Record of Decision (ROD) by the Federal Highway Administration (FHWA) is anticipated in 2014.

Segment : A DEIS was released in May 2000. A DEIS re-evaluation received concurrence in July 2011. A FEIS is currently under development.

A request for issuance of ROD by the FHWA is anticipated by late-2012.

A Section 7 consultation with the US Fish & Wildlife Service (USFWS) has been completed regarding protected species located within the project study area. A Biological Assessment and Biological Opinion have been approved by USFWS.

Wetland delineation and verification by the U.S. Army Corps of Engineers have been completed for the Preferred Alternative Alignment.

Segment D: This Segment has been on the public since August 31, 1994. Major improvements for Westlake Toll Road south of US 59 will be constructed as toll facilities by Fort Bend County. An Environmental Assessment (EA) Re-evaluation was issued in February 2008 and approved by TxDOT Environmental Affairs Division in September 2008.

Segment E: A DEIS was released in February 2003. The FEIS was signed by FHWA on November 19, 2007. The ROD was issued on June 24, 2008 by FHWA.

A FEIS re-evaluation was approved and a revised ROD was issued by FHWA on June 9, 2009. A FEIS re-evaluation funding orders was approved in March 2011.

USACE issued a 404 Permit in June 2011.

Segment F-1: A DEIS was released on October 17, 2003. The FEIS was signed by FHWA on April 18, 2008. The ROD was issued on November 20, 2008 by FHWA.

A FEIS re-evaluation was approved on June 11, 2009 by FHWA and a revised ROD was issued by FHWA on June 12, 2009.

A o he FEIS e-evalua io will be equi ed fo de e io o ds i cluded i his Seg e .

Segment F-2: A DEIS was eleased o Feb ua 6, 2004. A evised DEIS was eleased o Ju e 9, 2006. The FEIS was sig ed b FHWA o Jul 2, 2008. The ROD was issued o Dece be 31, 2009 b FHWA.

A o he FEIS e-evalua io will be equi ed fo de e io o ds i cluded i his Seg e .

Segment G: A DEIS was eleased i Feb ua 2007. The FEIS was sig ed b FHWA o Ja ua 15, 2009. The ROD was issued o Dece be 29, 2010 b FHWA.

A o he FEIS e-evalua io will be equi ed fo de e io o ds i cluded i his Seg e .

Segment H & -1: A co bi ed DEIS was a oved b FHWA o Ma 10, 2011. The FEIS is a ici a ed o be eleased i id-2012. Issua ce of a ROD b FHWA is a ici a ed i 2013.

Segment -2: A DEIS a d FEIS we e e a ed a d FHWA issued a ROD i Augus 1998.

The fi s hase of Seg e I-2 (IH 10 o FM 1405) was o e ed o affic o Ma ch 25, 2008. TXDOT is cu e l wo ki go he desig of Seg e I-2 fo FM 1405 o SH 146. A FEIS e-evalua io is cu e l u de develo e .

F R M
TR NSM TT ETTER

PROPOSER: _____

QS Date: [Insert Date]

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

The undersigned ("Proposer") submits his qualifications substantial (his "QS") in response to have been requested by the Texas Department of Transportation ("TxDOT") in the Request for Qualifications dated as of November 18, 2011 (as amended, the "RFQ"), issued by the Texas Department of Transportation ("TxDOT") to develop, design and construct, and/or, eventually, finance and/or operate and/or maintain the additional facilities along the right-of-way of SH 99 (the "Project"), through a Public Private Partnership Agreement ("P3A"). Initially, I anticipated that the wise decision he/she shall have been made regarding the RFQ.

Enclosed, attached hereto and hereby made a part of his QS, are the following:

Volume 1: Technical Letter (his Form A), Executive Summary, Confidential Information List, Proposer Information/Project Experience, Sample of Technical Approach, [Project Financial Experience and Confidential Project Financial Discussion];

Volume 2: Financial Qualifications; and

Volume 3: Forms B and C, Supplemental Qualifications, Expressions of Interest Regarding the Project Descriptions.

Proposer requests TxDOT to evaluate his QS for the following Project deliverables: [Proposer's design-build contract description].

Proposer acknowledges receipt, understanding and full consideration of all materials posted on TxDOT's Project Website (www.txdot.gov/gadakwa.htm) and the following additional questions and answers to the RFQ:

[Proposer's additional questions and answers to the RFQ and questions and answers submitted under the heading Form A]

P o o s e e e s e s a d w a a s h a i h a s e a d t h e R F Q a d a g e e s t o a b i d e b y t h e c o n d i t i o n s o f t h e R F Q a d t h e Q S .

P o o s e u n d e r s a n d s t h a t T x D O T i s t o b o u n d o s h o u l d a n d P o o s e a d a n e x e c u t e e a c h Q S T x D O T a n d r e c e i v e .

P o o s e f u r t h e r u n d e r s a n d s t h a t a l l c o s t s a n d e x e c u t i o n s i n c u r e d b y t h e e a i g n e d P o o s e a n d a c c i d e n t a l l y i n t h e P o o s e p r o j e c t p e r f o r m a n c e p r o c e s s w i l l b e b o u n d t o b e s o l e l y t h e P o o s e ' s r e s p o n s i b i l i t y e x c e p t t o t h e e x t e n t o f a n a g r e e m e n t m a d e b e t w e e n T x D O T a n d t h e P o o s e , a s d e s c r i b e d i n P a r t A , S e c t i o n 3.2 o f t h e R F Q .

P o o s e a g e e s h a v e a g r e e d t h a t T x D O T w i l l n o t b e r e s p o n s i b l e f o r a n y e r r o r s , o m i s s i o n s , i n a c c u r a c i e s o r i n c o n v e n i e n c e s i n t h e P o o s e ' s Q S .

T h i s Q S s h a l l b e g o v e r n e d b y a n d c o n s u e d i n a l l e s e c t a c c o r d i n g t o t h e l a w s o f t h e S t a t e o f T e x a s .

P o o s e ' s b u s i n e s s a d d r e s s :

(No.) (State) (Floor Suite)

(City) (State or Province) (ZIP or Postal Code)(Country)

State or Country of Incorporation /Formation /Organization : _____

[If separate signature block follows]

1. Sa le sig a u e block fo co o a io o li i ed liabili co a :

[I se P o ose 's a e]

B : _____

P i Na e: _____

Ti le: _____

2. Sa le sig a u e block fo a e shi o joi ve u e:

[I se P o ose 's a e]

B : *[I se ge e al a e 's o e be 's a e]*

B : _____

P i Na e: _____

Ti le: _____

[Add sig a u es of addi io al ge e al a e s o e be s a s a o ia e]

3. Sa le sig a u e block fo a o e i fac :

[I se P o ose 's a e]

B : _____

P i Na e: _____

A o e i Fac

F R M B

**N F R M T N R E G R D N G
P R P S E R , E Q U T Y M E M B E R S N D M J R N N - E Q U T Y M E M B E R S**

(for Public Release)

Name of Proposer: _____

Name of Firm: _____

Year Established: _____ Individual Contact: _____

Individual's Title: _____

Federal Tax ID No. (if applicable): _____ Telephone No.: _____

North American Industry Classification Code: _____ Fax No.: _____

Name of Official Representative (if applicable): _____

Business Organization (check one):

- Corporation (If yes, indicate the State and Year of Incorporation.)
- Partnership (If yes, complete Sections A-C and the Certification form (Fo__C) for each partner.)
- Joint Venture (If yes, complete Sections A-C and the Certification form (Fo__C) for each partner.)
- Limited Liability Company (If yes, complete Sections A-C and the Certification form (Fo__C) for each member.)
- Other (describe)

A. Business Name: _____

B. Business Address: _____
Headquarters: _____
Office Performing Work: _____
Contact Telephone Number: _____

C. If the firm is a Joint Venture, Partnership or Limited Liability Company, indicate the percentage of each Equity Member and Major Non-Equity Member in the space below. Complete a separate Information form (Fo__B) for each Equity Member and Major Non-Equity Member in accordance with the QS. Also indicate the percentage of each of the financially liable partners in accordance with the QS.

| <u>Name of Firm</u> | <u>Role</u> |
|---------------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Under the seal of the State of Texas, I certify that the foregoing is true and correct, and that I am the holder of the Official Register's Seal:

By: _____
Title: _____

Print Name: _____
Date: _____

[Please make additional copies of this form as needed.]

F R M
ERT F T N

Proposer: _____

Name of Firm: _____

1. Has the firm or an affiliate* or a **current** officer, employee, director, or consultant (i.e., fraud, bribery, collusion, conspiracy, bribery, etc.) or other conduct established or violated so as to be felonious inside or outside the state?

Yes No

If yes, please explain:

2. Has the firm or an affiliate* ever sought or received a provision of a bankruptcy act?

Yes No

If yes, please explain:

3. Has the firm or an affiliate* ever been disqualified, removed, debarred or suspended from performing work for the federal government, a state or local government, or a foreign government or agency within the state?

Yes No

If yes, please explain:

4. Has the firm or an affiliate* ever been found liable in a civil suit or found guilty in a criminal action for making a false claim or other aerial misrepresentation to a public entity within the state?

Yes No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

5. Has a co s uc io ojec e fo ed o a aged b he fi o , o he k owledge of he u de sig ed, a affilia e* i volved e ea ed o ul i le failu es o co l wi h safe ules, egula io s, o equi e e s?

Yes No

If es, lease ide if he ea e be s a d he ojec s, ovide a ex la a io of he ci cu s a ces, a d ovide ow e co ac i fo a io i cludi g ele ho e u be s.

6. Has he fi o a affilia e* bee fou d, adjudica ed o de e i ed b a fede al o s a e cou o age c (i cludi g, bu o li i ed o, he Equal Em lo e O o u i Co issio , he Office of Fede al Co ac Co lia ce P og a s a d a a llicable Texas gove e al age c) o have viola ed a laws o Execu ive O de s ela i g o e lo e disc i i a io o affi a ive ac io , i cludi g bu o li i ed o Ti le VII of he Civil Righ s Ac of 1964, as a e ded (42 U.S.C. Sec io s 2000 e seq.); he Equal Pa Ac (29 U.S.C. Sec io 206(d)); a d a a llicable o si ila Texas law?

Yes No

If es, lease ex lai :

7. Has he fi o a affilia e* bee fou d, adjudica ed, o de e i ed b a s a e cou , s a e ad i is a ive age c , i cludi g, bu o li i ed o, he Texas De a e of Labo (o i s equiva e), fede al cou o fede al age c , o have viola ed o failed o co l wi h a law o egula io of he U i ed S a es o a s a e gove i g evaili g wages (i cludi g bu o li i ed o a e fo heal h a d welfa e, e sio , vaca io , avel i e, subsis e ce, a e iceshi o o he ai i g, o o he fi ge be efi s) o ove i e co e sa io ?

Yes No

If es, lease ex lai :

8. Wi h es ec o each of Ques io s 1-7 above, if o eviousl a swe ed o i cluded i a io es o se o his fo , is a oceedi g, clai , a e , sui , i dic e , e c. cu e l e di gagai s he fi ha could esul i he fi bei g fou d liable, guil o i viola io of he a e s efe e ced i Ques io s 1-7 above a d/o subjec o deba e , sus e sio , e oval o disqualifica io

by the federal government, a state or local government, or a foreign government or authority?

Yes No

If yes, please explain and provide the information requested as to such similarity in response to the questions 1-7 above.

* The term "Affiliates" includes a company, subsidiary company, joint venture or partnership in which the entity has or has a 15% financial interest.

Under the authority of the jurisdiction, if the foreign entity is a direct or indirect affiliate of the Official Representative:

B : _____
Principal Name: _____
Title: _____
Date: _____

F R M D
REFERENC E SUMM RY

Reso de s should co solida e efe e ces fo all ojec ex e ie ce i cluded i hei QS wi hi he Table below. Refe e ces u able o be co ac ed a be dis ega ded b TxDOT a i s ow disc e io

| Responding Team Member | Project | Contact Name | Company / Agency | Current Address | Phone Number | E-mail | Fax |
|--|---------|--------------|------------------|-----------------|--------------|--------|-----|
| Lead Co ac o | 1. | | | | | | |
| | 2. | | | | | | |
| | 3. | | | | | | |
| | 4. | | | | | | |
| | 5. | | | | | | |
| | 6. | | | | | | |
| Lead E gjee i g Fi | 1. | | | | | | |
| | 2. | | | | | | |
| | 3. | | | | | | |
| | 4. | | | | | | |
| Lead O e a io s & Mai e a ce Fi (Required for QSS being evaluated for Toll Concession Delivery Method) o Ca i al Mai e a ce Fi (Required for QSS being evaluated for Design-Build Delivery Method) | 1. | | | | | | |
| | 2. | | | | | | |
| | 3. | | | | | | |
| | 4. | | | | | | |

FORM E-1 - TECHNICAL EXPERIENCE - DESIGN
EXPERIENCE OF THE ENGINEERING FIRM IN THE DESIGN AND ENGINEERING REFERENCED PROJECTS

| PROJECT NAME (1) | PROJECT NUMBER (2), (3) | PROJECT START (4) & (5) | START/END DATES | % WORK COMPLETED BY December 31, 2011 | EVENT PROJECT NAME (6) & (8) | REFERENCE PROJECT (7) |
|------------------|-------------------------|-------------------------|-----------------|---------------------------------------|------------------------------|-----------------------|
| | | | | | | |
| | | | | | | |
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| | | | | | | |

- Notes:
- (1) A maximum of four projects shall be included. In the case of a project provided by a contractor related to the Lead Engineer's firm (or the contractor related to the Lead Engineer's firm), as defined in Part A, Section 5.1, specify the relationship to the Lead Engineer's firm.
 - (2) Only list projects on which the Lead Engineer's firm worked within the last 10 years.
 - (3) Only list projects where the Lead Engineer's firm held a minimum of 30% of the ultimate responsibility for the design and engineering execution. If the Lead Engineer's firm is a joint venture, only list projects for which the joint venture has a minimum of 30% of the Lead Engineer's firm's overall design and engineering work for the project.
 - (4) In thousands of United States Dollars. Identify exchange rates of a country to the currencies using the exchange rates as of December 31, 2011, including the benchmark to which the exchange rate is based.
 - (5) Project Cost shall be the total project cost budgeted or, if the project is complete, the total project cost of the completed project.
 - (6) Show contractor's actual percentage of work and provide a brief summary of the role the contractor played in the listed project (scope of work).
 - (7) Include Volume 3 of the QS provide a maximum two-page narrative description for each project listed in this column (on a standard 8-1/2" x 11" sized white sheet). The description should, at a minimum, give an overview of the project, and explain why the experience the contractor gained on the project is relevant.
 - (8) For projects/contracts listed for design services have a detailed description of the project/contract (as opposed to, for example, design-build contracts), the information sought above shall be included in the contractor's description of the project/contract, and the contractor shall include a description of the project/contract where such information is relevant.

F R M E-2 - T E H N E X P E R E N C E - I N S T R U C T I O N
E X P E R E N C E F T H E E D I T O R I N T H E I N S T R U C T I O N P R E F E R E N C E P R O J E C T S

| M P N Y N O M E (1) | P R O J E C T N O M E N D A T O R (2), (3) | P R O J E C T S T (4) & (5) | S T A R T / E N D D A T E S | % F W R K S C O M P L E T E D B Y D E C E M B E R 31, 2 0 1 1 | E V E N T P A R T I C I P A N T N O (6) | R E F E R E N C E M P N O M E N T F O R T H E P R O J E C T (7) |
|---------------------|--|-----------------------------|-----------------------------|---|---|---|
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Notes:

- (1) A maximum of six projects shall be included. In the case of a project provided by a contractor related to the Lead Contractor (or the contractor identified under Part A, Section 5.1), specify the relationship to the Lead Contractor.
- (2) Only list projects which the Lead Contractor worked with the contractor.
- (3) Only list projects where the Lead Contractor held a minimum of 30% of the ultimate responsibility for the construction project. If the Lead Contractor is a joint venture, only list projects for joint venture members who will receive at least 30% of the Lead Contractor's overall construction work for the project.
- (4) In thousands of United States Dollars. Identify exchange rates of a currency to the currencies using the exchange rates as of December 31, 2011, and identify the benchmark to which the exchange rate is based.
- (5) Project Cost shall be the total construction budgeted, if the project is complete, the total construction cost of the completed project.
- (6) Show contractor's actual percentage of completion of the work.
- (7) In Volume 3 of the QS provide a maximum two-page narrative description for each project listed in this column (on separate 8-1/2" x 11" sized white paper). The description should, at a minimum, give an overview of the project and explain why the contractor was selected for the project.
- (8) For projects/contractors listed for construction firms using the traditional design/bid/build delivery method, the information sought above shall be limited to the construction contract, and the architectural contract where such information is involved.

F R M E-3 - T E H N E X P E R E N E – P E R T N S N D M N T E N N E / P T M N T E N N E

| M P N Y N M E (1) | P R J E T N M E N D T N (2), (3) | P R J E T S T (4) & (5) | S T R T / E N D D T E S | E N G T H F R D U N D E R P E R T N | E V E F M P N Y S P R T P T N (6) | R E F M P N Y F R T H E P R J E T (7) |
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No es:

- (1) A axi u of fou ojec s a bei cluded. I he case of ex e ie ce ovided b a co a ela ed o he Lead O e a io s & Mai e a ce Fi o Ca i al Mai e a ce Fi (as e i ed i Pa A, Secio 5.1), s ecif i s ela io o he Lead O e a io s & Mai e a ce Fi o Ca i al Mai e a ce Fi , as a licable.
- (2) O l lis ojec s o which he Lead O e a io s & Mai e a ce Fi o Ca i al Mai e a ce Fi , as a licable, wo ked wi hi he as e ea s.
- (3) O l lis ojec s whe e he Lead O e a io s & Mai e a ce Fi o Ca i al Mai e a ce Fi (50%) of he ul i a e es o sibili fo he o e a io s a d/o ai e a ce ex e ie ce. If he Lead O e a io s & Mai e a ce Fi o Ca i al Mai e a ce Fi , as a licable, is a joi ve ue e be s ha will be es o sible fo a leas fif e ce (50%) of he Lead O e a io s & Mai e a ce Fi 's, as a licable, o e ial o e a io s a d/o ai e a ce wo k fo he P ojec .
- (4) I housa ds of U i ed S a es Dolla s. Ide if excha ge a es of a ou si o he cu e cies usi g he excha ge a e as of Dece be 31, 2011, a d ide if he be ch a k o which he excha ge a e is based.
- (5) P ojec Cos ea s he o al co s ucio cos budge ed o , if he ojec is co le e, he o al co s ucio cos of he co le ed ojec .
- (6) Show co a 's a ici a io i e s of o e a d e ce age of he wo k.
- (7) I Volu e 3 of he QS ovide a axi u wo- age a a ive desc i io fo each ojec lised i his colu (o se a e 8-1/2" x 11" sized whi e a e). The desc i io should, a a i i u , give a ove view of he ojec , s ecif he e of a e echa is o e of eve ue used b he ojec ow e o a he co a , s a e he cu e A ual Ave age Dail T affic fo he ojec a d ex lai wh he ex e ie ce he co a gai ed o he ojec is eleva .

F R M F

F N N REFEREN E SUMM RY

(Required for Qs being evaluated for Toll oncession Delivery Method)

| Project Name and Size | Dates of onditional ward and Financial lose | apital Structure (\$debt & \$equity) | ontact Name | ompany/ gency | urrent ddress | Phone Number | E-mail |
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