

**REQUEST FOR PROPOSALS  
TO DEVELOP, DESIGN, CONSTRUCT, AND POTENTIALLY MAINTAIN**

**THE  
DFW CONNECTOR PROJECT**

**THROUGH A  
COMPREHENSIVE DEVELOPMENT AGREEMENT**

**VOLUME I  
INSTRUCTIONS TO PROPOSERS**

**A PROJECT OF THE  
TEXAS DEPARTMENT OF TRANSPORTATION**

**RFP ISSUED MARCH 28, 2008  
ADDENDUM #1 ISSUED APRIL 14, 2008  
ADDENDUM #2 ISSUED APRIL 30, 2008  
ADDENDUM #3 ISSUED JUNE 4, 2008**

**Texas Department of Transportation  
125 East 11<sup>th</sup> Street – Fifth Floor  
Austin, Texas 78701**

The Texas Department of Transportation (“TxDOT”) hereby issues this Addendum to Volume I of the Request for Proposals (the “RFP”) dated March 28, 2008 that was issued by TxDOT to shortlisted Proposers for the DFW Connector Project (the “Project”).

Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

1. Section 1.6 of the Instructions to Proposers (ITP) is modified as follows:

### 1.6 Procurement Schedule

The following represents the current schedule for the procurement.

<b><u>EVENT</u></b>	<b><u>DATE and TIME</u></b>
Last date for Proposers to Submit Comments to the Industry Review Package	January 11, 2008
One-on-One Meetings with Proposers to Discuss the Industry Review Package	January 29-30, 2008
Issue Final Request for Proposals	March 28, 2008
One-on-one Meetings with Proposers to discuss Technical Provisions and ATCs	April 3-4, 2008
Last Date for Proposer Submittal of Questions Regarding the RFP	May 2, 2008
Deadline for Submittal of ATCs	May 9, 2008
<del>Last Date for TxDOT Responses to Proposers Questions Regarding the RFP</del>	<del>May 30, 2008</del>
Last Date for TxDOT Responses to ATCs	May 30, 2008
<u>Last Date for TxDOT Responses to Proposers Questions Regarding the RFP</u>	<u>June 3, 2008</u>
One-on-one Meetings with Proposers	June 5-6, 2008
Last Date for Submittal of Changes in Organization and Submittal of Key Personnel	June 13, 2008 12:00 p.m. (central time)
Last Date for Submittal of Information Concerning Escrow Agent	June 13, 2008 12:00 p.m. (central time)
One-on-one meetings with Proposers	June 23-24, 2008
Proposal Due Date	July 15, 2008 12:00 p.m.
Conditional Award by Commission (anticipated)	August 28, 2008
CDA and CMA Executed (anticipated)	October 3, 2008

All dates set forth above and elsewhere in the RFP are subject to change, in TxDOT's sole discretion, by Addendum.

2. Section 3.3 of the Instructions to Proposers (ITP) is modified to add new subparagraph (e), as follows:

### **3.3 TxDOT Review of Pre-Proposal Submission of ATCs**

TxDOT may request additional information regarding proposed ATCs at any time and will, in each case, return responses to each Proposer regarding its ATC on or before the applicable last date set forth in Section 1.6, provided that TxDOT has received all required and requested information regarding such ATC.

TxDOT's responses will be limited to one of the following statements:

- (a) the ATC is acceptable for inclusion in the Proposal;
- (b) the ATC is not acceptable for inclusion in the Proposal;
- (c) the ATC is not acceptable in its present form, but may be acceptable upon the satisfaction, in TxDOT's sole discretion, of certain identified conditions which must be met or clarifications or modifications that must be made; or
- (d) the submittal does not qualify as an ATC but may be included in Proposer's Proposal because it appears to be within the requirements of the RFP (TxDOT may not reject such submittal in the Proposal for the reason that it appears to be an ATC; provided, however, that should it turn out that such submittal is not within the requirements of the RFP, TxDOT reserves the right to require compliance with the requirements of the RFP and Proposer will not be entitled to modify its Proposal or obtain a Change Order for additional compensation or time under the CDA or CMA, as applicable).
- (e) submittal does not qualify as an ATC and may not be included in the Proposer's Proposal.

TxDOT will make a preliminary determination on whether to accept and approve an ATC for submission. However, Proposer will be responsible for ensuring that the final submittal complies with the requirements of the RFP.

Approval of an ATC will constitute a change in the specific requirements of the CDA Documents or CMA Documents, as applicable, associated with the approved ATC for that specific Proposer. Each Proposer, by submittal of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to TxDOT's determinations regarding acceptability of ATCs.

TxDOT's rejection of a pre-Proposal submission of an ATC will not entitle Proposer to an extension of the Proposal Due Date or the date that the ATCs are due; provided,

however, that the foregoing shall not limit TxDOT's absolute and sole right to modify the Proposal Due Date or any other date in connection with this procurement.

TxDOT anticipates that its comments provided to a Proposer will be sufficient to enable Proposer to make any necessary changes to its ATCs. However, if a Proposer wishes additional clarifications regarding necessary changes, Proposer may provide a written request for clarifications under Section 2.3.1.

3. ITP Forms N-1, N-1.1, N-1.2, N-2 and O are modified to read as follows:

## DEVELOPMENT PRICE — Form N-1

DFW Connector CDA	Amount	NPV at [mm/dd/yy] discounted at 5% per annum
<b>Development Price</b>		

Proposer is requesting the above total amount from TxDOT for the design and construction phase of the Project under the CDA.

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

Timing of payment is as shown on Form N-2.

**DEVELOPMENT PRICE —Form N-1.1**

ITEM / LINE NO.	DESCRIPTION	ITEM TOTAL (US Dollars)
<b>A</b>	<b>Professional Services</b>	\$0.00
1	Professional Services Development Management & Community Outreach	
2	Development Design, Design Survey, & Landscape Design	
3	Environmental Permitting Activities	
4	Right-of-Way Acquisition Services & ROW Survey/Mapping	
5	Utility Locates, Utility Survey, and Utility Adjustment Design	
6	Professional Services Quality Review Firm, Construction Quality Acceptance Firm, and Environmental Team	
7	Miscellaneous Professional Services not covered by Lines 1-6	
8	<b>Subtotal Professional Services (Sum Lines 1 through 7)</b>	<b>\$0.00</b>
<b>B</b>	<b>Construction</b>	
9	Construction Development Management	
10	Mobilization	
11	Traffic Control	
12	Earthwork	
13	Subbase and Base Course	
14	Pavement	
15	Structures	
16	Lighting and Signing	
17	Aesthetics and Landscaping Allowance	
18	Environmental Mitigation	
19	Utility Adjustments	
20	Developer Designated ROW	
21	Electronic Communications Allowance	
22	Bond Premiums	
23	Insurance Premiums	
24	<b>Subtotal Construction (Sum Lines 9 through 23)</b>	<b>\$0.00</b>
25	<b>Total Price (Line 8 + Line 24)</b>	<b>\$0.00</b>



# CASH FLOW ADJUSTMENT TABLE/MAXIMUM PAYMENT CURVE – Form N-2

## DFW Connector Cash Flow Adjustment Table / Maximum Payment Schedule

(all figures are in U.S. dollars)

Months after NTP	Anticipated Draw / Cash Flow A	Developer's Cumulative Draw B	Discount Factor at 5% per annum C	PV of Anticipated Draw / Cash Flow A x C	Max Allowable Cumulative Draw as % of Total D	Max Allowable Cumulative Draw in \$ (D x ΣA)
1	\$0.00	\$0.00	0.99594	\$0.00	1.93%	\$0.00
2			0.99190		4.50%	
3			0.98788		7.08%	
4			0.98387		8.07%	
5			0.97988		9.12%	
6			0.97590		10.52%	
7			0.97194		12.03%	
8			0.96800		13.63%	
9			0.96407		15.25%	
10			0.96016		16.88%	
11			0.95626		18.67%	
12			0.95238		21.07%	
13			0.94852		23.42%	
14			0.94467		25.70%	
15			0.94083		28.35%	
16			0.93702		30.99%	
17			0.93322		33.00%	
18			0.92943		35.00%	
19			0.92566		37.00%	
20			0.92190		39.01%	
21			0.91816		40.96%	
22			0.91444		43.34%	
23			0.91072		45.72%	
24			0.90703		47.86%	
25			0.90335		50.32%	
26			0.89968		52.69%	
27			0.89603		55.06%	
28			0.89240		57.43%	
29			0.88878		59.79%	
30			0.88517		62.16%	
31			0.88158		64.44%	
32			0.87800		66.73%	
33			0.87444		69.02%	
34			0.87089		71.30%	
35			0.86736		73.59%	
36			0.86384		75.19%	
37			0.86033		76.80%	
38			0.85684		78.36%	
39			0.85336		80.36%	
40			0.84990		82.07%	
41			0.84645		83.75%	
42			0.84302		85.44%	
43			0.83960		87.12%	
44			0.83619		88.81%	
45			0.83280		90.49%	
46			0.82942		91.89%	
47			0.82605		93.28%	
48			0.82270		94.67%	
49			0.81936		96.06%	
50			0.81604		97.19%	
51			0.81273		97.96%	
52			0.80943		98.69%	
53			0.80615		99.26%	
54			0.80288		99.45%	
55			0.79962		99.64%	
56			0.79637		99.82%	
57			0.79314		100.00%	
58			0.78992			
59			0.78672			
60			0.78353			
61			0.78035			
62			0.77718			

TOTALS \$0.00  
Total Value of Development Payments  
To Form N-1

\$0.00  
PV of Development Payments  
To Form N-1

**MAINTENANCE PRICE – Form O**

**DETAILED COSTING FORM – FORM O**

**DWF Connector  
Operation and Maintenance Full Facility**

Item	Expenditure per Year			Total cost (5×A)+(5×B)+(5×C)
	Years 1-5 (A)	Years 6-10 (B)	Years 11-15 (C)	
Roadway				
Drainage Facilities				
Structures				
Earthworks, Embankments and Cuttings				
<b>Total Annual Cost</b>				

**REQUEST FOR PROPOSALS  
TO DEVELOP, DESIGN, CONSTRUCT, AND POTENTIALLY MAINTAIN  
THE  
DFW CONNECTOR PROJECT  
THROUGH A  
COMPREHENSIVE DEVELOPMENT AGREEMENT**

**VOLUME II  
CDA DOCUMENTS**

**A PROJECT OF THE  
TEXAS DEPARTMENT OF TRANSPORTATION**

**RFP ISSUED MARCH 28, 2008  
ADDENDUM #1 ISSUED APRIL 14, 2008  
ADDENDUM #2 ISSUED APRIL 30, 2008  
ADDENDUM #3 ISSUED JUNE 4, 2008**

**Texas Department of Transportation  
125 East 11<sup>th</sup> Street – Fifth Floor  
Austin, Texas 78701**

The Texas Department of Transportation ("TxDOT") hereby issues this Addendum to Volume II of the Request for Proposals (the "RFP") dated March 28, 2008 that was issued by TxDOT to shortlisted Proposers for the DFW Connector Project (the "Project").

Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

1. Section 2.1.1.10 of the CDA is hereby revised as follows:

**2.1.1.10** The ~~PSQRM~~ PSQRF or the ~~CQAM~~ CQAF shall, as the case may be and irrespective of its other responsibilities, have defined authority for ensuring the establishment and maintenance of the Project Management Plan and reporting to TxDOT on the performance of the Project Management Plan.

a) Developer shall contract for all PSQRF and CQAF through an independent firm(s), as named in the Proposal.

b) The PSQRF shall not be owned at any time during the term of the CDA or CMA by the Developer or any subsidiary or related company affiliated with Developer unless agreed to in writing by TxDOT at TxDOT's sole discretion.

c) The CQAF shall not be owned at any time during the term of the CDA or CMA by the Developer or any subsidiary or related company affiliated with Developer or the Design Firm(s) unless agreed to in writing by TxDOT at TxDOT's sole discretion.

d) Developer shall not terminate its agreements with the PSQRF or the CQAF, or permit or suffer any substitution or replacement of them, except with TxDOT's prior written approval.

2. Section 6.2.7 of the CDA is hereby revised as follows:

**6.2.7** TxDOT shall be responsible for performing acquisition services for, and the costs of acquiring, DFW-Airport Parcels. ~~If However, if~~ additional property owned by DFW Airport that is outside of the Schematic ROW must be acquired for drainage easements that have been approved by TxDOT, ~~TxDOT~~ Developer shall pay the purchase price for such additional property. Further, TxDOT, in its sole discretion, may elect to perform the real property acquisition services for such additional property. In such event, Developer shall reimburse TxDOT within ten days of TxDOT's submittal to Developer of an invoice for TxDOT's Recoverable Costs. Alternatively, TxDOT shall be entitled to deduct TxDOT's Recoverable Costs in performing such services from any payment owed to Developer pursuant to this Agreement.

3. Section 6.10.1 of the CDA is hereby revised as follows:

#### 6.10.1 TxDOT's Responsibility for Approvals and Certain Mitigation

6.10.1.1.1 The following TxDOT-Provided Approvals have not yet been obtained: the FONSI under the National Environmental Policy Act, the USACE Nationwide Permit under Section 404 of the Clean Water Act and Section 401 Water Quality Certification. All conditions and requirements, including mitigation requirements, contained in the FONSI shall automatically be deemed included in the scope of the Work. TxDOT shall be responsible for the cost and performance of all mitigation requirements contained in the USACE Nationwide Permit under Section 404 of the Clean Water Act and Section 401 Water Quality Certification. With respect to the USACE Nationwide Permit and Section 401 Water Quality Certification, Developer shall utilize Best Management Practices and shall be responsible for performance of the anticipated general conditions and requirements described in Federal Register Volume 72, No. 47, p. 1191, published March 12, 2007 (the "General Conditions").

6.10.1.1.2 If the final USACE Nationwide Permit contains conditions or requirements that differ materially from the General Conditions, and such conditions or requirements: (a) have a material adverse impact on Developer's obligations hereunder, and (b) were not caused by modifications to the Schematic Design that were initiated by Developer, Developer may request a Force Majeure Change Order pursuant to Section 13.9.3. If the FONSI contains conditions or requirements that differ materially from the conditions or requirements described in the Environmental Commitments List, and such conditions or requirements: (a) have a material adverse impact on Developer's obligations hereunder, and (b) were not caused by modifications to the Schematic Design that were initiated by Developer, Developer may request a Force Majeure Change Order pursuant to Section 13.9.3. If the final TxDOT-Provided Approvals (other than the FONSI or the USACE Nationwide Permit) incorporate mitigation requirements addressing any modification in the Final Design from the Schematic Design, (other than a TxDOT-Directed Change or a Necessary Basic Configuration Change), such additional mitigation requirements shall be Developer's sole responsibility and shall not be considered a TxDOT-Directed Change or Force Majeure Event. TxDOT will be responsible for additional mitigation requirements resulting from TxDOT-Directed Changes, Necessary Basic Configuration Changes, or as a result of modifications to the FONSI that require work not reasonably indicated in the Environmental Commitment List or modifications to the USACE Nationwide Permit (but not for any individual Section 404 permit) that are outside of the General Conditions and which do not arise out of modifications to the Schematic Design initiated by Developer.

4. Book 2 and the referenced attachments are attached, redlined to show revisions.
5. The Maintenance Specification is attached, redlined to show revisions.