

**TEXAS DEPARTMENT OF TRANSPORTATION
DFW CONNECTOR PROJECT
INSTRUCTIONS TO PROPOSERS—Form A (Addendum 8)**

PROPOSAL LETTER

PROPOSER: _____

Proposal Revision Date: _____, 2009

Mark Tomlinson, TTA Division Director
Texas Department of Transportation
CDA Program Office
7600 Chevy Chase Drive, Suite #400
Austin, TX 78752

The undersigned (“Proposer”) submits this Proposal Revision (this “Proposal Revision”) in response to the Request for Proposal Revisions set forth in Addendum #8 to the Request for Proposals (the “RFP”) issued by the Texas Department of Transportation (“TxDOT”), an agency of the State of Texas, dated March 6, 2009, to develop, design, construct and potentially maintain the DFW Connector Project (the “Project”), as more specifically described herein and in the documents provided with the RFP (the “RFP Documents”). The term “Proposal” as used herein shall mean the original Proposal, as supplemented and amended by the Proposal Revision and Best and Final Offer submitted in response to Addendum #7, and by this Proposal Revision submitted in response to Addendum #8. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

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

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

b) if the Proposal submitted by the undersigned, including this Proposal Revision, is accepted, to provide security (including bonds, insurance and letters of credit) for the due performance of the Comprehensive Development Agreement (“CDA”) and, if TxDOT exercises the capital maintenance option(s), the Maintenance Agreement

("Maintenance Agreement"), as stipulated in the CDA Documents, the Maintenance Agreement Documents and the RFP.

If selected by TxDOT, Proposer agrees to do the following or to cause Developer to do the following: (a) if requested by TxDOT in its sole discretion, enter into good faith negotiations with TxDOT regarding the terms of the CDA Documents and the Maintenance Agreement Documents, in accordance with the requirements of the RFP; (b) enter into the CDA Documents and the Maintenance Agreement Documents without varying or amending its terms (except if requested to by TxDOT in its sole discretion) and satisfy all other conditions to award of the CDA Documents and the Maintenance Agreement Documents; and (c) perform its obligations as set forth in the ITP, the CDA Documents and the Maintenance Agreement Documents, including compliance with all commitments contained in this Proposal.

Enclosed, and by this reference incorporated and made a part of the Proposal submitted by the undersigned, are the following forms, constituting the Proposal Revisions requested pursuant to this Addendum 8: Revised Forms A, N-1.a, N-1.1.a, and N-2.a.

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

Addendum 1 issued April 14, 2008
Addendum 2 issued April 30, 2008
Addendum 3 issued June 4, 2008
Addendum 4 issued June 17, 2008
Addendum 5 issued July 3, 2008
Addendum 6 issued July 8, 2008
Addendum 7 issued December 10, 2008
Addendum 8 issued March 6, 2009

Responses issued April 23, 2008, June 3, 2008, June 27, 2008, November 21, 2008 and March 6, 2009.

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

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

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

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

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

Proposer's business address:

(No.) (Street) (Floor or Suite)

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

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

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

[Insert the proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert the proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

- A. With respect to authorization of execution and delivery of this Proposal Revision and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If the Proposer is a joint venture or a partnership, the Proposal Letter accompanying the Proposal Revision submitted in response to Addendum 8 must be executed by all joint venture members or all general partners, as applicable.

DEVELOPMENT PRICE —Form N-1.a
Proposal Revision – Configuration 1

| DFW Connector CDA | Amount | NPV on Form N-2.a |
|--------------------------|---------------|--------------------------|
| Development Price | | |

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.a.

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

**DEVELOPMENT PRICE —Form N-1.1.a
Proposal Revision – Configuration 1**

| ITEM / LINE NO. | DESCRIPTION | ITEM TOTAL (US Dollars) |
|-----------------|------------------------------------------------------------------------------------------------------------------|-------------------------|
| A | Professional Services | \$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 | Subtotal Professional Services (Sum Lines 1 through 7) Subtotal | \$0.00 |
| B | Construction | |
| 9 | Construction Development Management | |
| 10 | Mobilization | |
| 11 | Traffic Control | |
| 12 | Earthwork | |
| 13 | Subbase and Base Course | |
| 14 | Pavement | |
| 15 | Structures | |
| 16 | Lighting and Signing | |
| 17 | Aesthetics and Landscaping Allowance | |
| 18 | Environmental Mitigation | |
| 19 | Utility Adjustments | |
| 20 | Developer Designated ROW | |
| 21 | Electronic Communications Allowance | |
| 22 | Bond Premiums | |
| 23 | Insurance Premiums | |
| 24 | Subtotal Construction (Sum Lines 9 through 23) Subtotal | \$0.00 |
| 25 | Total Price (Line 8 + Line 24) TOTAL | \$0.00 |

CASH FLOW ADJUSTMENT TABLE/MAXIMUM PAYMENT CURVE – Form N-2.a
DFW Connector Proposal Revision – Configuration 1
(all figures are in U.S. dollars)

| Months after NTP1 | Anticipated Draw / Cash Flow | Developer's Cumulative Draw | Discount Factor at 5% per annum | PV of Anticipated Draw / Cash Flow |
|-------------------|------------------------------|-----------------------------|---------------------------------|------------------------------------|
| | A | B | C | A x C |
| 1 | \$0.00 | \$0.00 | 0.99594 | \$0.00 |
| 2 | | | 0.99190 | |
| 3 | | | 0.98788 | |
| 4 | | | 0.98387 | |
| 5 | | | 0.97988 | |
| 6 | | | 0.97590 | |
| 7 | | | 0.97194 | |
| 8 | | | 0.96800 | |
| 9 | | | 0.96407 | |
| 10 | | | 0.96016 | |
| 11 | | | 0.95626 | |
| 12 | | | 0.95238 | |
| 13 | | | 0.94852 | |
| 14 | | | 0.94467 | |
| 15 | | | 0.94083 | |
| 16 | | | 0.93702 | |
| 17 | | | 0.93322 | |
| 18 | | | 0.92943 | |
| 19 | | | 0.92566 | |
| 20 | | | 0.92190 | |
| 21 | | | 0.91816 | |
| 22 | | | 0.91444 | |
| 23 | | | 0.91072 | |
| 24 | | | 0.90703 | |
| 25 | | | 0.90335 | |
| 26 | | | 0.89968 | |
| 27 | | | 0.89603 | |
| 28 | | | 0.89240 | |
| 29 | | | 0.88878 | |
| 30 | | | 0.88517 | |
| 31 | | | 0.88158 | |
| 32 | | | 0.87800 | |
| 33 | | | 0.87444 | |
| 34 | | | 0.87089 | |
| 35 | | | 0.86736 | |
| 36 | | | 0.86384 | |
| 37 | | | 0.86033 | |
| 38 | | | 0.85684 | |
| 39 | | | 0.85336 | |
| 40 | | | 0.84990 | |
| 41 | | | 0.84645 | |
| 42 | | | 0.84302 | |
| 43 | | | 0.83960 | |
| 44 | | | 0.83619 | |
| 45 | | | 0.83280 | |
| 46 | | | 0.82942 | |
| 47 | | | 0.82605 | |
| 48 | | | 0.82270 | |
| 49 | | | 0.81936 | |
| 50 | | | 0.81604 | |
| 51 | | | 0.81273 | |
| 52 | | | 0.80943 | |
| 53 | | | 0.80615 | |
| 54 | | | 0.80288 | |
| 55 | | | 0.79962 | |
| 56 | | | 0.79637 | |
| 57 | | | 0.79314 | |
| 58 | | | 0.78992 | |
| 59 | | | 0.78672 | |
| TOTALS | \$0.00 | | | \$0.00 |

Total Value of Development Payments
To Form N-1.a

PV of Development Payments
To Form N-1.a

| Max Allowable Cumulative Draw as % of Total | Max Allowable Cumulative Draw in \$ |
|---------------------------------------------|-------------------------------------|
| D | D x ΣA |
| 1.98% | \$0.00 |
| 4.60% | |
| 7.24% | |
| 8.34% | |
| 9.79% | |
| 11.35% | |
| 13.00% | |
| 14.68% | |
| 16.36% | |
| 18.20% | |
| 20.65% | |
| 23.06% | |
| 25.39% | |
| 28.09% | |
| 30.78% | |
| 32.84% | |
| 34.90% | |
| 36.95% | |
| 39.01% | |
| 41.04% | |
| 43.51% | |
| 45.97% | |
| 48.20% | |
| 50.74% | |
| 53.20% | |
| 55.65% | |
| 58.10% | |
| 60.55% | |
| 63.00% | |
| 65.37% | |
| 67.74% | |
| 70.11% | |
| 72.48% | |
| 74.85% | |
| 76.55% | |
| 78.19% | |
| 80.30% | |
| 82.07% | |
| 83.76% | |
| 85.46% | |
| 87.15% | |
| 88.85% | |
| 90.55% | |
| 91.96% | |
| 93.36% | |
| 94.76% | |
| 96.16% | |
| 97.30% | |
| 98.08% | |
| 98.82% | |
| 99.41% | |
| 99.61% | |
| 99.81% | |
| 100.00% | |
| N/A | N/A |