

FORM A

TEXAS DEPARTMENT OF TRANSPORTATION I -69/TRANS-TEXAS CORRIDOR PROJECT INSTRUCTIONS TO PROPOSERS

PROPOSAL LETTER

Proposer: _____

Proposal Date: March 26, 2008

Texas Department of Transportation
Texas Turnpike Authority Division
125 East 11th Street
Austin, TX 78701
Attn.: Mr. Phillip E. Russell, P.E.

The undersigned (“**Proposer**”) submits this detailed proposal (this “**Proposal**”) in response to that certain Request for Proposals (the “**RFP**”) issued by the Texas Department of Transportation (“**TxDOT**”), an agency of the State of Texas, dated December 3, 2007, as amended, to plan, develop, acquire, design, construct, finance, maintain, and operate a combination of Facilities (in whole or in part) which together constitute the I-69/Trans-Texas Corridor Project (the “**Project**”), as more specifically described herein and in the documents provided with the RFP (the “**RFP Documents**”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

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

- A. to keep this Proposal open for acceptance for 180 days after the Proposal Date without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of TxDOT, in TxDOT’s sole discretion; and
- B. if this Proposal is accepted, to provide security (including bonds, insurance and letters of credit) for the due performance of the Comprehensive Development Agreement (“**CDA**”), as stipulated in the CDA and the RFP.

If selected by TxDOT, Proposer agrees to do the following or to cause the 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, in accordance with the requirements of the RFP, (b) enter into the CDA without varying or amending its terms (except for modifications agreed to by TxDOT in its sole discretion) and satisfy all other conditions to award of the CDA; and (c) perform its obligations as set forth in the ITP and CDA, including compliance with all commitments contained in this Proposal.

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

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

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

- Executive Summary;
- Proposer Information, Certifications and Documents, and a letter signed by Proposer committing to provide security;
- Development Proposal; and
- Price Proposal.

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

Addendum 1 issued _____
Addendum 2 issued _____
Addendum 3 issued _____
[list other addenda] _____

Responses issued _____, _____.

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

RFP Documents or other documents provided by TxDOT and of any unusual site conditions observed prior to the date hereof.

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

Proposer understands that TxDOT is not bound to award the CDA to the best value Proposer.

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

Proposer acknowledges and agrees to the disclosure terms described in the ITP, including Sections 2.9 and 5.9.2. Proposer consents to TxDOT's disclosure of its Proposal pursuant to Section 223.204(a), Texas Transportation Code, to any Persons in TxDOT's sole discretion in accordance with the terms set forth in the ITP. Proposer expressly waives any right to contest such disclosures under Section 223.204(a), Texas Transportation Code.

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

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

Proposer's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

[Insert appropriate signature block from following pages]

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

[Insert the proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert the proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

- A. Describe in detail the legal structure of the Proposer/Developer and Equity Owners. If any entity is not yet formed or if a modification to the organizational documents is contemplated prior to award, so state and (i) provide a brief description of the proposed legal structure of each such entity; (ii) provide applicable draft documents for each such entity; and (iii) indicate that the final organizational documents will be provided prior to award.
1. If the Proposer/Developer/Equity Owner is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for the Proposer/Developer and each corporation certified by an appropriate individual.
 2. If the Proposer/Developer/Equity Owner is a partnership or includes a partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Owner (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual.
 3. If the Proposer/Developer/Equity Owner is a joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Owner (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual.
 4. If the Proposer/Developer/Equity Owner is a limited liability company or includes a limited liability company as a joint venture member, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation formation and organizational documentation for the Proposer/Developer/Equity Owner (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.
- B. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the

form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If the Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.

- C. The Developer's partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to TxDOT, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners or members, as applicable, no joint venture member, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. The Proposer shall submit the applicable agreement to TxDOT and identify on a cover page where in the agreement the provision can be found. If the Developer is not yet formed, provide draft organizational documents and indicate where the provision can be found.

FORM B-1

IDENTIFICATION OF PROPOSER AND MAJOR PARTICIPANTS

Name of Entity and Contact Information (address, representative, phone, fax, e-mail)	Role in Organization (e.g., Proposer, Equity Owner in Proposer, Major Participant or Subcontractor)	Texas Contractor License and License Limit (if applicable)	Description of Work/Services to be Performed by Entity (if applicable)

The above information is true, correct and accurate.
 [Insert the Proposer's name]

By: _____

Name: _____

Title: _____

FORM B-2

INFORMATION ABOUT PROPOSER ORGANIZATION

1.0 Name of Proposer: _____

Name of Developer: _____

2.0 Type of entity: Proposer: _____

Developer: _____

3.0 Proposer's address: _____

Telephone

Facsimile

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

Name of Proposer/Developer /Equity Owner	No. of years in business	No. of years under present name

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

Current Name	Former Name(s)

6.0 For any changes or additions to the key personnel and management staff identified in Volume 3, Section B of the QS that TxDOT has approved since the Proposer's submission of its QS, the Proposer shall list below the names and relevant experience of such changed or additional key personnel and management staff.. Except as updated by the following information, Volume 3, Section B of the Proposer's QS is hereby incorporated as if set forth in full and the Proposer represents and warrants to TxDOT that the information set forth in Volume 3, Section B of the QS, except as set forth herein, is true, complete and accurate in all respects, and does not contain any misleading or incorrect information. Attach separate sheets if necessary.

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

STATE OF _____)
)
COUNTY OF _____)

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

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2008.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants and/or Major Professional Services Firms resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above. The Proposer agrees that it will follow applicable CDA requirements with respect to Subcontractors. Proposer further declares that it has carefully examined the RFP Documents and acknowledges that TxDOT has determined that a Proposer's efforts to obtain participation by Subcontractors could reasonably be expected to produce 12.12% DBE participation for the professional services and construction portions of the Work.

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

Executed: _____, 2008.

(Signature)

(Name printed)

(Title)

(Proposer)

STATE OF _____)
)
COUNTY OF _____)

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

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2008.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

FORM C

RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE

PROPOSER'S NAME: _____

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: _____

1. Questions

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

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

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

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

Yes __ No __

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

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

Yes __ No __

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

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

Yes __ No __

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes __ No __

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Texas governmental agency to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Texas law.

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

Yes __ No __

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Texas Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

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

Yes __ No __

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

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

Yes __ No __

- h) Been assessed liquidated or other damages for failure to complete any contract on time?

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

Yes __ No __

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

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed _____, 2008.

(Signature)

(Name Printed)

(Title)

(Name of Organization)

FORM D

INDUSTRIAL SAFETY RECORD FOR PROPOSER AND MAJOR PARTICIPANTS

Proposer's Name: _____

Name of Team Member: _____

Role of Team Member: _____

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

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
1) Total Hours Worked (in thousands) Nationwide: Texas:					
2) Number of fatalities:* Nationwide: Texas:					
3) Number of lost workdays:* Nationwide: Texas:					
4) Number of lost workdays* cases: Nationwide: Texas: _____					
5) Number of injury/illness* cases: Nationwide: Texas:					
6) Number of days of* restricted work activity due to injury/illness: Nationwide: Texas:					
7) Incidence Rate** Lost Workday Cases Nationwide: Texas: Days Lost Nationwide: Texas:					

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
8) Worker's Compensation Experience Modifier Nationwide: Texas:					

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

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

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

_____ Name of Company (Print)		_____ Signature	
_____ Address		_____ Title	
_____ City	_____ State and ZIP Code (or international address, if applicable)	_____ Telephone Number	

FORM E
PERSONNEL WORK ASSIGNMENT FORM

Name of Proposer: _____

Proposers shall add the names and titles of individuals assigned to the following Key Personnel roles.

Key Personnel Role	Name and Title of Individual Assigned
Strategic planning and development manager	
Quality manager	
Project manager	
Environmental manager	
Contract administrator	
Preliminary design and feasibility manager	
Transportation planning manager	
Financial advisers	
Legal advisers	
Engineering managers	
Public liaison and communications	
Utility coordination	

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this ____ day of _____, 2008.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

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

FORM G
DBE CERTIFICATION

Control _____
Project _____
Highway _____
County _____

**DISADVANTAGED BUSINESS ENTERPRISES
REQUIREMENTS**

The following goal for participation by Disadvantaged Business Enterprises is established for professional services and construction work under the CDA:

DBE

12.12%

DBE Certification

By signing the Proposal, the Proposer certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Developer will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to provide commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the Proposal.

[name]

[title]

FORM H

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

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

Proposer Name: _____

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

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

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

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

Date: _____, 2008

Company Name: _____

Signature: _____

Title: _____

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

FORM I
GUARANTY

FOR VALUABLE CONSIDERATION, _____, a
_____ corporation ("Guarantor"), agrees as follows:

1. The term "Agreement" refers to the Comprehensive Development Agreement for the I-69/Trans-Texas Corridor Project dated _____, as amended, by and between the TEXAS DEPARTMENT OF TRANSPORTATION, a public agency of the State of Texas ("TxDOT"), and _____, a _____ ("Principal"). The Agreement is hereby incorporated by reference herein. Exhibit A to the Agreement contains the definitions of various terms used in this Guaranty.

2. The term "Obligations" refers to all of the obligations of Principal arising out of, in connection with, under or related to the Contract Documents as they may be amended or supplemented, including without limitation, liability for damages, indemnities and warranties as specified in the Agreement. The term "Equity Owner" means an entity or a firm that has a direct equity interest in the Principal or an indirect equity interest in the Principal through one or more limited liability intermediaries.

3. Guarantor irrevocably and unconditionally, as primary obligor and not merely as surety, guarantees and warrants to TxDOT and its successors and assigns the full and prompt payment and performance by Principal when due of the Obligations, which expressly excludes any obligations of Principal under Facility Agreements, up to the amount of \$_____. [*to be included if multiple guarantees are provided:* Guarantor and _____ shall have joint and several liability for performance of the Obligations, provided that the total liability of Guarantor and such other entities shall not exceed the foregoing limitation on liability.]

4. An Obligation may be incurred by Principal to TxDOT without further authorization from or notice to Guarantor.

5. In such manner and upon such terms and at such times as it deems best and with or without notice to Guarantor, TxDOT may alter, compromise, accelerate, extend or change the time or manner for the performance of any Obligation, or release or add one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security given to secure the performance of any Obligation. No exercise or non-exercise by TxDOT of any rights given to it hereby, no dealing by TxDOT with Principal, any of Principal's members or any entity with liability for the Obligations, and no change, retirement or suspension of any right or remedy of TxDOT, shall in any way affect any obligation of Guarantor hereunder or any security furnished by Guarantor or give Guarantor any recourse against TxDOT.

6. TxDOT may waive any default or may fail to assert any rights (including rights of offset), or grant any other indulgence or concession with respect to all or any part of each Obligation, and may take and deal as herein provided with any bond, letter of credit, guaranty, instrument, document, collateral security or other property given to TxDOT to secure all or any part of the Obligations or otherwise

available to TxDOT, and may apply any moneys, property or security available to it in such manner and amounts and at such times to the payment or reduction or performance of any Obligation as TxDOT may elect. Notwithstanding the foregoing, Guarantor shall remain bound by this Guaranty.

7. Guarantor waives any right to require that any claim or demand be asserted, any remedy available to TxDOT be enforced, or any action be brought against Principal, any of the Equity Owners or any other party or to require that resort be had to any security or property available to TxDOT.

8. This Guaranty shall not be affected by any full or partial payment or performance of any Obligation which is required to be returned as a result of or in connection with the insolvency, reorganization or bankruptcy of Principal or any of its members, the dissolution of Principal or otherwise. Guarantor agrees that TxDOT may, in the event of a default herein or in any Obligation, proceed against Guarantor or Principal or any other entity with liability for the Obligations or any combination of the foregoing, in such order as TxDOT may deem appropriate. Guarantor waives any defenses it may have by reason of an election of remedies by TxDOT. Guarantor waives any claims of waiver, release, surrender, alteration, compromise, diligence and filing of claims with any court, provided that the foregoing shall not be deemed to preclude Guarantor from relying on any waivers or modifications of Agreement requirements which were previously made by TxDOT during the course of performance of the Agreement. Notwithstanding anything to the contrary contained herein, no action of TxDOT by way of compromise or settlement, in the context of any insolvency, reorganization or bankruptcy of Principal or any of its members, the dissolution of Principal or otherwise, will have any effect on Guarantor's liability hereunder.

9. This Guaranty shall remain in full force and effect irrespective of any interruptions in the business relations of Principal with TxDOT. The failure by TxDOT to file or enforce a claim against the estate (either in administration, bankruptcy or other proceedings) of Principal or any other entity with liability for the Obligations shall not operate to release Guarantor from liability hereunder.

10. Guarantor waives:

- (a) notice of acceptance hereof and of the incurring or contracting of any Obligation;
- (b) presentment and demand for payment or performance of any Obligation;
- (c) protest and notice of the dishonor or default to any party with respect to any Obligation;
- (d) all other notices to which Guarantor might otherwise be entitled; and
- (e) any demand for payment hereunder.

11. Until all Obligations have been indefeasibly paid in full and performed, Guarantor waives any claim, right or remedy which it may now have or may

hereafter acquire against the Principal that arises from the performance of the Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution or indemnification against Principal, or participation in any claim, right or remedy of TxDOT against Principal or any other security or collateral that TxDOT now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. All existing or future indebtedness of Principal and any Equity Owner to Guarantor, and the right of Guarantor to withdraw any capital invested by Guarantor in Developer (whether directly or through an intermediary Equity Owner), are unconditionally subordinated to all of the Obligations. Whenever and for so long as Principal shall be in default in the performance of an Obligation, Guarantor shall not claim, sue for, collect or accept any payment from Developer or any Equity Owner with respect to any such indebtedness without the prior written consent of TxDOT. Any payment by Principal or any Equity Owner to Guarantor in violation of this provision shall be deemed to have been received by Guarantor as trustee for TxDOT.

12. Guarantor agrees to pay to TxDOT without demand reasonable attorneys' fees and all costs and other expenses (including such fees and costs of litigation, including appeals) incurred by TxDOT in collecting or compromising any Obligation or enforcing this Guaranty against Guarantor or in attempting to do any or all of the foregoing.

13. Guarantor represents and warrants as follows:

(a) Guarantor is a _____ duly organized, validly existing and in good standing under the laws of _____, and Guarantor is duly qualified to transact business in each jurisdiction where the nature of its activities or the ownership of property makes such qualification necessary;

(b) Guarantor has full power and authority to transact the business in which it is engaged and to execute and deliver this Guaranty and perform its obligations hereunder;

(c) This Guaranty has been duly authorized, executed and delivered by Guarantor, and is a valid and binding agreement of Guarantor enforceable in accordance with the terms hereof;

(d) Neither the execution and delivery of this Guaranty, nor the fulfillment of or compliance with the terms and provisions hereof, will violate any law, regulation, order, writ, injunction or decree of any court or governmental instrumentality, or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any mortgage, lien or encumbrance of any nature whatsoever upon any of the properties or assets of Guarantor pursuant to the terms of, Guarantor's formation documents, or any mortgage, indenture, agreement or instrument to which Guarantor is a party or by which it is bound;

(e) No consent or action of, or filing with, any governmental or public regulatory body or authority is required to authorize, or is otherwise required in connection with, the valid execution, delivery and performance of this Guaranty; and

(f) Guarantor will not take any action which will cause Principal to dissolve.

14. This Guaranty is binding upon and inures to the benefit of the successors and assigns of Guarantor and TxDOT, but is not assignable by Guarantor without the prior written consent of TxDOT, which consent may be granted or withheld in TxDOT's sole discretion.

15. Any communication, notice or demand of any kind whatsoever under this Guaranty shall be in writing and delivered by personal service (including express or courier service), by facsimile (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to TXDOT:

Texas Department of Transportation
Texas Turnpike Authority Division
125 East 11th Street-Fifth Floor
Austin, TX 78701
Attention: Mr. Ed Pensock, Jr., P.E.
Telephone: (512) 936-0980
Facsimile: (512) 936-0970

With copies to:

Texas Department of Transportation
Office of General Counsel
125 East 11th Street
Attention: General Counsel
Telephone: (512) 463-8630
Telecopy: (512) 475-3070

If to Guarantor:

Attn: _____
Telephone: _____
Facsimile: _____

Either Guarantor or TxDOT may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents. All notices sent by facsimile shall also be sent by mail on the same day. All notices and other communications shall be deemed effective upon receipt, if delivered personally or by express or courier service, upon transmission as shown in the confirmation, if delivered by facsimile, and five days following deposit in the United States mail, postage prepaid if delivered by mail.

16. Any forbearance or failure to exercise, and any delay by TxDOT in exercising, any right, power or remedy hereunder will not impair any such right, power or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power or remedy.

17. Should any one or more of the provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions hereof shall be given effect separately therefrom and shall not be affected by such determination. The rights of TxDOT hereunder are cumulative and shall not be exhausted by any one or more exercises of said rights against Guarantor or any other entity with liability for the Obligations or by any number of successive actions until and unless all Obligations have been fully paid or performed and expiration or termination of the Agreement. Guarantor agrees to execute, have acknowledged and delivered to TXDOT such other and further instruments as may be required by TxDOT to effectuate the intent and purpose hereof. No right of action shall accrue on this Guaranty to or for the use of any person or entity other than TxDOT or its successors and assigns until TxDOT's claims have been satisfied in full. All words used herein in the singular shall be deemed to have been used in the plural when the context or construction so require. This Guaranty shall be governed by and be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

_____ a _____

By: _____

Title: _____

_____ a _____

By: _____

Title: _____

FORM J

CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

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

Proposers are advised that in accordance with TxDOT's Conflicts of Interest Policy, certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v)

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

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

3. Certification

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

Signature

Name

Title

Company Name

_____, 2008
Date

FORM K

INITIAL SCOPE OF WORK PRICE PROPOSAL AND PAYMENT METHODOLOGY

This Form K represents the proposed Developer compensation as required in ITP Section 4.3. Form K lists the minimum services and Deliverables that Proposer must price. Proposer shall clearly type its proposed Price in the indicated cell. The total Price shall be the sum of each Deliverable and service total price. As stated in ITP Section 4.3, lease costs associated with collocation shall not be included in this Form K.

Price Proposal (in U.S. Dollars)			
Reference	Service or Deliverable Name	Proposed Price for each deliverable or service (to be filled in by Proposer)	Proposed Price for services for each Milestone (to be filled in by Proposer)
Milestone 1 Plans and Schedule	Project Management Plan (PMP) and Quality Management Plan (QMP)		
	Update CDP/CFP		
	Schedule for the Initial Scope of Work		
	Milestone 1		
Milestone 2 Interim MDP	Draft Facilities report /Facilities functional requirements		
	Draft Facility funding sources and uses		
	Economic development impacts assessment		
	Level 1 traffic and revenue studies		
	Facility cost analysis		
	Project and Facility risk analysis		
	Interim financing plan		
	Interim Facility proforma analysis		
	Draft phasing and sequencing report		
	Interim MDP and MFP		
Milestone 2			
Milestone 3 Pre-Complete MDP	Level 2 traffic and revenue studies		
	Impact of adjacent and connecting facilities		
	Sensitivity testing		
	Facility cost analysis		
	Project and facility risk analysis		
	Phasing and sequencing report		
	Facility integration plan		
	Updated Facility proforma analysis		
Milestone 3			

Milestone 4 Complete MDP	Right-of-way and corridor preservation chapter		
	Complete MDP and MFP		
	Milestone 4		
Milestone 5 Update Work	MDP/MFP Update methodology report		
	Milestone 5		
Grand Total			

FORM L
OPINION OF COUNSEL

[LETTERHEAD OF INDEPENDENT LAW FIRM OR IN-HOUSE COUNSEL – SEE SECTION 6.1.2(b) OF THE ITP FOR LEGAL COUNSEL REQUIREMENTS]

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

Re: Comprehensive Development Agreement (“CDA”) for the I-69/Trans-Texas Corridor Project dated as of _____, 2008, by and between Texas Department of Transportation and _____ (the “Developer”)

Gentlemen:

[Describe relationship to Developer and its joint venture members, general partners, members, as applicable, and any other entities whose approval is required in order to authorize delivery of the proposal and execution of the CDA.] This letter is provided to you pursuant to Section 6.1.2(b) of the Instructions to Proposers of that certain Request for Proposals issued by the Texas Department of Transportation (“TxDOT”) on _____, 2007, as amended.

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

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

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

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

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

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

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

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

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

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

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

9. [opinion that all required approvals have been obtained with respect to execution, delivery and performance of the Guaranty; and that the Guaranty does not conflict with any agreements to which Guarantor is a party [if Guarantor is a partnership/joint venture, add: and its joint venture members/general partners are a party] or with any orders, judgments or decrees by which Guarantor is bound] [if

Guarantor is a partnership/joint venture, add: and its joint venture members/general partners are bound] [if there is no Guaranty, this opinion may be omitted]

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

11. [opinion that execution, delivery and performance of all obligations by Guarantor under the Guaranty does not conflict with, and is authorized by, the articles of incorporation and bylaws of Guarantor] [if Guarantor is a partnership, replace articles of incorporation and bylaws with partnership agreement and (if applicable) certificate of limited partnership); if Guarantor is a joint venture, replace articles of incorporation and bylaws with joint venture agreement; if Guarantor is a limited liability company, replace articles of incorporation and bylaws with operating agreement and certificate of formation] [if there is no Guaranty, this opinion may be omitted]

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

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

FORM M

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE PROPOSER, MAJOR PARTICIPANTS AND EACH NON-EXEMPT SUBCONTRACTOR.

The undersigned Proposer _____, Major Participant _____, proposed Subcontractor _____ hereby certifies that it has _____ has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Company)

By: _____

(Title)

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

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