

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

**PROPOSAL LETTER**

PROPOSER: NorthGate Constructors

Proposal Revision Date: March 13, 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:

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:

13119 Old Denton Road  
Fort Worth, Texas 76177

State or Country of Incorporation/Formation/Organization: Texas, United States of America

**NorthGate Constructors, a joint venture**

By: Kiewit Texas Construction L.P., Managing Partner

By: 

Keith N. Sasich

President, Kiewit Texas Co., General Partner

By: Zachry Construction Corporation

By: 

Jean J. Abiassi, P.E.

Vice President, Zachry Construction Company

**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.

**CERTIFIED COPY OF RESOLUTION**

“WHEREAS, Kiewit Texas Construction L.P. is a Texas Limited Partnership (the “Partnership”). Kiewit Texas Co., a Delaware corporation, is the General Partner of the Partnership and Kiewit Frontier Inc., a Delaware corporation, is the Limited Partner of the Partnership; and

WHEREAS, the Partnership and Zachry Construction Corporation are co-venturers in a joint venture known as NorthGate Constructors, a Joint Venture (the “Joint Venture”). The Joint Venture desires to submit a proposal to the Texas Department of Transportation, Texas Turnpike Authority Division (the “Proposal”) with regard to construction of the DFW Connector Project (the “Project”).

NOW, THEREFORE, BE IT RESOLVED, that Keith N. Sasich be and is hereby authorized to act on behalf of the Joint Venture, as its representative, and to execute and deliver the Proposal, including any and all revisions thereto, and documents related to the Proposal and entering into a contract for the Project, including the Comprehensive Development Agreement and the Capital Maintenance Agreement, and that his execution thereof shall be the official act and deed of the Joint Venture.”

\* \* \* \* \*

I, Michael F. Norton, certify that I am the Secretary of Kiewit Texas Construction L.P., a Texas Limited Partnership (the “Partnership”).

I certify that: (1) The resolution quoted above was adopted by the Consent Action of Kiewit Texas Co., General Partner and Kiewit Frontier Inc., Limited Partner, of and on behalf of the Partnership, signed by each partner on March 10, 2009. (2) Any action of the partners of this Partnership may be taken without a formal meeting if both partners consent in writing. (3) The signed Consent Action has been filed in the minute book of the Partnership. (4) The resolution has not been revoked or amended and is now in full force and effect.

SIGNED AND SEALED on March 10, 2009.



\_\_\_\_\_  
Michael F. Norton, Secretary

[SEAL]

## CERTIFICATE OF SECRETARY

### I CERTIFY THAT:

I am the duly qualified and acting Assistant Secretary of Zachry Construction Corporation, a duly organized and existing Delaware corporation (the "Corporation").

The Board of Directors of Zachry Construction Corporation adopted the following resolutions pursuant to Special Consent of Directors In Lieu of Meeting dated July 1, 2008:

RESOLVED, that the President and each Vice President of the Corporation (each an "**Authorized Person**") are each authorized, empowered, and directed to take all actions and to execute, deliver, and perform for or on behalf of the Corporation all instruments, documents, agreements, certificates, or writings, and any amendments thereof, as such Authorized Person deems advisable in connection with the Corporation's participation in the DFW Connector Project (the "**Project**"), as outlined in the Request for Proposals issued by the Texas Department of Transportation on March 28, 2008, as it has been amended and supplemented from time to time (the "**RFP**"), including, without limitation, the Joint Venture Agreement forming Northgate Constructors, a Joint Venture (the "**Joint Venture**"), the proposal submitted by the Joint Venture in response to the RFP (the "**Proposal**"), and each other document, instrument, certificate or writing contemplated to be signed by the Corporation in connection with the Proposal.

FURTHER RESOLVED, that Keith Sasich, as an authorized agent of the Corporation, is authorized, empowered, and directed to execute the Proposal and each other document, instrument, certificate or writing contemplated to be signed by the Corporation in connection with the Joint Venture's submission of the Proposal.

FURTHER RESOLVED, that all actions by the officers and employees of the Corporation taken and performed up to the date hereof with respect to the Project, the formation of the Joint Venture, and the Proposal, and any other related transactions or occurrences be, and they hereby are, approved, ratified and confirmed in all respects.

FURTHER RESOLVED, that each officer of the Corporation is authorized, empowered, and directed to take all further actions to execute and deliver, for and on behalf of the Corporation all other instruments, documents, agreements, or writings and to take such other action as such officer deems advisable to consummate the transactions contemplated pursuant to these Resolutions.

FURTHER RESOLVED, that the Secretary of the Corporation and any Assistant Secretary of the Corporation are each authorized, empowered, and directed to certify and attest to any documents, including without limitation, the Articles of Incorporation of the Corporation, the Bylaws of the Corporation, Certificates of Incumbency, Board of Directors' Resolutions, and Certificates of Authority, that the Secretary or Assistant Secretary may deem necessary or appropriate to consummate the



transactions contemplated pursuant to these Resolutions, provided that such attestation not be required for the validity of any particular document.

The above resolutions are in conformity with the Articles of Incorporation and By-Laws of the Corporation, has never been modified or repealed, and is now in full force and effect.

DATED: 3-10-09

(S E A L)

  
Sheralyn F. Griffin, Assistant Secretary