

**TEXAS DEPARTMENT OF TRANSPORTATION
DFW CONNECTOR PROJECT
INSTRUCTIONS TO PROPOSERS—Form A**

PROPOSAL LETTER

PROPOSER: _____

Proposal Date: _____, 2008

Texas Department of Transportation
Texas Turnpike Authority Division
125 East 11th Street
Austin, Texas 78701-2483
Attn: Phillip E. Russell, P.E.

The undersigned (“Proposer”) submits this 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 _____, 2008, 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”). 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 delete the brackets; otherwise delete the entire phrase]*:

a) to keep this Proposal open for acceptance initially for 180 days after the Proposal 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 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”) 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.

The following individual is designated as the Proposer Authorized Representative in accordance with Section 2.2.2 of the ITP: _____

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, the CDA and the Maintenance Agreement: _____

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

- Executive Summary
- Technical Proposal, including Proposer Information, Certifications and Documents, Proposal Security and Escrow Agreement
- Financial Proposal

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 3, 2008
 Addendum 4 issued June __, 2008
 [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 accept the Proposal offering the lowest price to TxDOT or any Proposal TxDOT may receive.

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 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 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.

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 Participants.
1. If the Proposer/Developer/Equity Participant is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for Proposer/Developer/Equity Participant and each corporation certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
 2. If the Proposer/Developer/Equity Participant 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 Participant (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. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
 3. If the Proposer/Developer/Equity Participant 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 Participant (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. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
 4. If the Proposer/Developer/Equity Participant 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 Participant (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. If any entity is not yet formed, so state and indicate that this information will be provided prior to award.

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. Proposers should 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 is found.

IDENTIFICATION OF PROPOSER AND EQUITY PARTICIPANTS —Form B-1

NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, fax, e-mail)	ROLE IN ORGANIZATION	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: _____

INFORMATION ABOUT PROPOSER ORGANIZATION—Form B-2

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 Participant been in its current line of business, and how many years has each entity been in business under its present name?

Name	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 Participants operated?

Proposer: _____

_____:

6.0 The Proposer shall review its QS previously submitted to TxDOT and list below any Key Personnel and other key staff members and their relevant experience that have been approved by TxDOT since the submission of the QS. Except as updated by the following information, 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 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 Participants. Attach copies of all Texas licenses. Attach a separate sheet if necessary.

8.0 The Proposal shall include the following information regarding the Surety(ies) committing to provide the bonds in accordance with Section 8 of the CDA and Section 7 of the Maintenance Agreement:

- (a) Name(s), address(es) and phone numbers of the Surety(ies) that will provide the above-referenced bonds (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company), and the name(s), address(es) and phone number(s) of the designated agent(s).

- (b) Whether or not each listed Surety has defaulted on any obligation within the past ten years, and, if so, a description of the circumstances and the outcome of such default.

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: _____

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 and Maintenance Agreement 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 11.10% DBE participation for the professional services and construction portions of the Work, and 11.10% DBE participation for Maintenance Services performed under the Maintenance Agreement.

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)

RESPONSIBLE PROPOSER QUESTIONNAIRE—Form C

PROPOSER'S NAME: _____

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: _____

1. Questions

The Proposer/Equity Participant 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 Participant 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 Developer, any Equity Participant, or any entity which owns a substantial interest in or is owned in common with the Proposer, Developer or any Equity Participant, or any such entity in which the Proposer, Developer or any Equity Participant owns a substantial interest. If this form is provided by the Proposer and the individual Equity Participants, 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)

**INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS
PERFORMING INSTALLATION OR CONSTRUCTION WORK—Form D**

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>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
1) Total Hours Worked (in thousands) Nationwide: Texas:					
2) Number of fatalities:* Nationwide: Texas:					
3) Number of lost workdays:* Nationwide: Texas:					

	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
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:					
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

Telephone Number

PERSONNEL WORK ASSIGNMENT FORM—Form E

Name of Proposer: _____

Key Personnel Assignment	Name of Individual Assigned
Project Director	_____
Deputy Project Director – Design	_____
Deputy Project Director – Construction	_____
Design Manager	_____
Construction Manager	_____
Professional Services Quality Control Manager	_____
Construction Quality Control Manager	_____
Maintenance Manager	_____
Maintenance QC Manager	_____
Environmental Compliance Manager	_____
Right of Way Manager	_____
Utilities Manager	_____
Public Relations Manager	_____
Independent Professional Services Quality Review Manager	_____
Independent Construction Quality Acceptance Manager	_____

NON-COLLUSION AFFIDAVIT—Form F

STATE OF _____)
)ss:
COUNTY OF _____)

Each of the undersigned, being first duly sworn, deposes and says that:

A. _____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____, the entity making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against TxDOT or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

(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.]

BUY AMERICA CERTIFICATION—Form G

(To be signed by authorized signatory(ies) of Developer)

The undersigned certifies that only domestic steel and iron will be used in the Project.

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the Development Price or Maintenance Price, as applicable.

Date: _____, 2008

Signature

Title

DBE CERTIFICATION—Form H

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 and for Maintenance Services performed under the Maintenance Agreement:

DBE

12.12%

DBE Certification

By signing the Proposal, the Proposer certifies that (1) the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that Developer will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the CDA and Maintenance Agreement, Developer will submit a DBE Performance Plan meeting the requirements set forth in the DBE Special Provisions attached as Exhibit 6 to the CDA.

Failure to submit the DBE Performance Plan will be considered a breach of the requirements of the RFP. As a result, the Proposal Bond provided by the Proposer will become property of the Department and the Proposer and Equity Participants will be precluded from participating in any reprourement of the CDA and Maintenance Agreement for the Project.

[name]

[title]

**CHILD SUPPORT STATEMENT FOR
STATE GRANTS, LOANS AND CONTRACTS—Form I**

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 U.S.C. 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.]

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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 Rules (43 Texas Administrative Code § 27.8), 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) and Rule 27.8

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, 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

PROPOSAL SECURITY—Form K

(Separate Documents)

PROPOSAL BOND—Form K-1

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____ **[NOTE: insert name of Proposer as the Principal and delete this bracketed text]**, as Principal and _____, as Surety or as Co-Sureties, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the Texas Department of Transportation (“TxDOT”), in the sum of \$_____ **[NOTE: insert amount and delete this bracketed text – amount must be \$30 million if a single bond is provided; multiple bonds in lesser amounts may be provided if the sum equals \$30 million]** (the “Bonded Sum”).

WHEREAS, the Principal is herewith submitting its Proposal to design, construct and potentially maintain the DFW Connector Project through a Comprehensive Development Agreement (“CDA”) and a Maintenance Agreement (“Maintenance Agreement”), which Proposal is incorporated herein by this reference and has been submitted pursuant to TxDOT’s Request for Proposals dated as of _____, 2008 (as amended or supplemented, the “RFP”) in accordance with the Instructions to Proposers, as amended (“ITP”) included in the RFP;

NOW, THEREFORE,

1. The condition of this Proposal Bond is such that, upon occurrence of any of the following events, then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to TxDOT as liquidated damages and not as a penalty, upon receipt by Principal and Surety or by Principal and Sureties listed on the attached page (the "Co-Sureties") of notice of such forfeiture from TxDOT:

- (a) Principal's receipt of written notice from TxDOT that either (i) no CDA or Maintenance Agreement for the Project will be awarded by TxDOT pursuant to the RFP, or (ii) TxDOT has awarded a CDA and Maintenance Agreement for the Project, has received the executed CDA, Maintenance Agreement and other required documents, and does not intend to award the contract to the Principal;
- (b) Except as expressly provided otherwise in the RFP and/or agreed to by TxDOT in writing, Principal’s performance of its obligations to provide the Proposal Security meeting the requirements of the RFP for the period of extension up to 270 days beyond the Proposal Due Date; or

- (c) If TxDOT has not previously delivered notice of forfeiture hereunder, failure of TxDOT to conditionally award the CDA and the Maintenance Agreement to Principal within 180 days (or 270 days if TxDOT has extended the 180 day period to 270 days pursuant to the terms of the ITP) after the Proposal Due Date.

2. The Principal and the Surety or Co-Sureties hereby agree to pay to TxDOT the full Bonded Sum hereinabove set forth, as liquidated damages and not as a penalty, within ten days after occurrence of any of the following events:

- (a) Principal withdraws, repudiates or otherwise indicates in writing that it will not meet all or any part of its commitments made in its Proposal prior to the time allowed for execution of the CDA and Maintenance Agreement under the ITP, as such time may be extended pursuant to ITP Section 4.5.2, without TxDOT's consent; or
- (b) Principal is selected for negotiations and fails to engage in good faith negotiations with TxDOT as set forth in ITP Section 5.11.1;
- (c) Principal is the apparent best value Proposer and fails to provide the documents required under ITP Sections 6.1 and 6.1.1.

Principal agrees and acknowledges that such liquidated damages are reasonable in order to compensate TxDOT for damages it will incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of TxDOT's transportation improvement program, including the CDA program, with policy makers and with the general public, delays to the Project and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead and other administrative costs). Principal further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages that TxDOT would incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal, and do not constitute a penalty. Principal agrees to such liquidated damages in order to fix and limit Principal's costs and to avoid later Disputes over what amounts of damages are properly chargeable to Principal.

3. The following terms and conditions shall apply with respect to this Proposal Bond:

- (a) This Proposal Bond shall not be subject to forfeiture in the event that TxDOT disqualifies the Proposal based on a determination that it is non-responsive or non-compliant.

- (b) If suit is brought on this Proposal Bond by TxDOT and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by TxDOT in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.
- (c) Any extension(s) of the time for award of the CDA and the Maintenance Agreement that Principal may grant in accordance with the CDA and Maintenance Agreement or otherwise, shall be subject to the reasonable approval of Surety or Co-Sureties.
- d) Correspondence or claims relating to this Proposal Bond should be sent to Surety at the following address:

SIGNED and SEALED this _____ day of _____, 2008

Principal

By: _____

Co-Surety

By: _____

Attorney in Fact

By: _____

Co-Surety

By: _____

Attorney in Fact

By: _____

Co-Surety

By: _____

Attorney in Fact

ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

FORM OF LETTER OF CREDIT (PROPOSAL)–Form K-2

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER:

PLACE FOR PRESENTATION OF DRAFT: (Name and Address of Bank/Branch)

APPLICANT:

BENEFICIARY: Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701-2483

LETTER OF CREDIT NUMBER:

PLACE AND DATE OF ISSUE:

AMOUNT: Thirty Million Dollars (\$30,000,000)

STATED EXPIRATION DATE: _____ *[Note: Insert date that is [270] days after the Proposal Due Date and delete this bracketed text]*

The Issuer hereby issues this Irrevocable Standby Letter of Credit in favor of TxDOT, for the amount of Thirty Million United States Dollars (\$30,000,000), available by draft at sight drawn on the Issuer. Any draft under this Credit shall be in the amount of Thirty Million United States Dollars (\$30,000,000) and shall:

1. Identify this Irrevocable Standby Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and
2. Be accompanied by the Beneficiary's signed and dated statement stating one of the following:
 - (a) "This drawing is due to _____'s withdrawal, repudiation, or other indication in writing that it will not meet all or any part of its commitments made in its Proposal prior to the time allowed for execution of the CDA and Maintenance Agreement under the ITP, as such time may be extended pursuant to ITP Section 4.5.2, without TxDOT's consent."

Or

- (b) "This drawing is due to _____'s failure to engage in good faith negotiations with TxDOT as set forth in ITP Section 5.11.1."

Or

- (c) "This drawing is due to _____'s failure to provide the documents required under ITP Sections 6.1 and 6.1.1.

All drafts will be honored if presented to _____ (Bank/Branch - Name & Address) _____ on or before the Stated Expiration Date described above.

If a Demand for Payment is made by you hereunder at or prior to 10:00 a.m., central time, on any weekday (i.e., Monday through Friday, excluding Texas state holidays and U.S. federal holidays) (a "Business Day"), and provided that such Demand for Payment conforms to the terms and conditions hereof, payment shall be made by us to you in immediately available funds free and clear of and without deduction for any taxes, duties, fees, liens, set-offs or other deductions of any kind and regardless of any objection by any third party (subject to any court order or judgment), to the account designated below or such other account at a national bank in the United States of America that you may designate in the Demand for Payment on the next Business Day after demand is made. If a Demand for Payment is made by you hereunder after 10:00 a.m., central time, on a Business Day, and provided that such Demand for Payment conforms to the terms and conditions hereof, such payment shall be made no later than our close of business, local time of the location of the account designated below or such other account at a national bank in the United States of America that you may designate in the Demand for Payment, on the second Business Day after demand is made. Payment under this Letter of Credit shall be made in same day funds, by wire transfer to your account described below or such other account as you may designate in writing.

Financial Institution: _____

Routing Number: _____

Account Name: _____

Account Number to Credit: _____

Reference: _____

Attention: _____

All bank charges and commissions incurred in connection with the issuance, administration, advisement, confirmation, negotiation or any other fees associated with this Letter of Credit (including any drawings hereunder) shall be for the account of the applicant.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the International Standby Practices ("ISP98"), International Chamber of Commerce Publication No. 590 (the "Uniform Customs"), which shall in all respects be deemed a part hereof as fully as if incorporated herein except as modified hereby.

This Letter of Credit is issued under the laws of the State of Texas and applicable U.S. federal law, and shall, as to matters not governed by Uniform Customs, be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of law.

Any failure by you to draw upon this Letter of Credit as permitted hereunder shall not cause this Letter of Credit to be unavailable for any future drawing, provided that this Letter of Credit has not expired prior to such future drawing and that all requirements of this Letter of Credit are independently satisfied with respect to any such future drawing.

If legal proceedings are initiated by any party with respect to payment of the Letter of Credit, we agree that such proceeding shall be subject to Texas courts and law.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at _____,
Attention: _____, specifically referring to the number of this Letter of Credit.

Issuer:

By: _____ (Authorized Signature of Issuer)

ESCROW AGREEMENT—Form L
(DFW CONNECTOR PROJECT)

THIS ESCROW AGREEMENT (this “**Agreement**”) is made and entered into as of this _____, 2008, by and between _____, a _____ (“**Proposer**”), and _____ (“**Escrow Agent**”), to and for the benefit of the Texas Department of Transportation (“**TxDOT**”), an agency of the State of Texas, with reference to the following facts:

A. TxDOT has issued a Request for Proposals dated _____, 2008, as amended (the “**RFP**”) for the DFW Connector Project (the “**Project**”). Initially capitalized terms not defined herein shall have the meanings set forth in the RFP.

B. Proposer wishes to submit to TxDOT a proposal (the “**Proposal**”) in response to the RFP.

C. In accordance with Section 4.3.2 of the Instructions to Proposers, as amended (“**ITP**”), Proposer is submitting certain materials (the “**Escrowed Materials**”) to the Escrow Agent to be held in a secure location and available for review by TxDOT as specified herein.

D. Proposer wishes to employ the services of Escrow Agent to act as the escrow holder with regard to the Escrowed Materials for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Proposer hereby irrevocably provides the following escrow instructions to Escrow Agent. These Escrow Instructions, although provided unilaterally, are specifically for the benefit of TxDOT as an intended third party beneficiary and may not be revised, supplemented, waived or withdrawn without the prior written consent of TxDOT’s authorized representative.

1. Designation of Authorized Representatives. Proposer hereby designates _____ as its authorized representative. TxDOT may designate an authorized representative by written notice to Proposer and Escrow Agent and change its authorized representative at any time by providing written notice to Proposer and Escrow Agent. Proposer may change its authorized representative at any time by providing written notice to TxDOT and Escrow Agent.

2. Deposit. Proposer anticipates depositing with Escrow Agent the Escrowed Materials, consisting of ___ separately sealed boxes labeled “[Proposer Name]: Escrowed Materials for the TxDOT DFW Connector Project.” Upon deposit, Escrow Agent shall provide TxDOT and Developer with written acknowledgement of receipt of the Escrowed Materials, and agrees to hold the Escrowed Materials in safekeeping under the terms and conditions of this Agreement.

3. Manner of Holding of Escrowed Materials. Escrow Agent shall hold the Escrowed Materials in a designated area on the premises of Escrow Holder located at _____, Austin, Texas, or such other address within a ten-mile radius of 125 East 11th Street, in the City of Austin, Texas as is specified to TxDOT and the Proposer in writing not later than fifteen (15) days prior to the time such Escrowed Materials are to be relocated to such new location. The Escrowed Materials shall be stored in an area that is locked at all times. **[if applicable:** During the term hereof, Escrow Agent shall allow access to the Escrowed Materials only to those individuals identified by TxDOT's authorized representative as having need for access, which may include representatives from the Office of the Attorney General. Such access shall include the ready ability of TxDOT to temporarily install and run computerized programs, applications, data and electronic files that are included in the Escrowed Materials on a stand-alone secure personal computer. TxDOT shall provide notice to Escrow Agent at least one business day in advance of its planned review of Escrowed Materials during the Escrow Agent's normal business hours of 8:00 a.m. – 5:00 p.m., Austin, Texas time, Monday through Friday, or on a weekday night and at least two business days in advance of its planned review of Escrowed Materials on a weekend. During the term hereof, Escrow Agent shall provide reasonable access for TxDOT reviews beyond Escrow Agent's regular business hours. TxDOT agrees that access to the Escrowed Materials shall be subject to compliance with the procedures of the Escrow Agent described herein, which are designed to maintain proper control over access to the Escrow Agent's office and any confidential or proprietary information of the Escrow Agent or its customers. In particular, the Escrow Agent may require that two employees of the Escrow Agent (one of which will be an officer) shall be present at all times that Escrowed Materials are being reviewed on its premises. In addition, reviewers will be required to sign-in and sign-out when reviewing Escrowed Materials. Finally, the reviewers will be required to agree to maintain the confidentiality of any proprietary or confidential information of the Escrow Agent or its customers upon signing in to review the Escrowed Materials. No access shall be given to any representative of Proposer unless TxDOT agrees to such access in writing. No third party, including the employees of Escrow Agent, shall be allowed access to the Escrowed Materials, although this shall not preclude employees of Escrow Agent from having access to the locked area for other purposes. The Escrow Agent shall have no duty to supply any computers, printers or other devices necessary to access, review or verify the Escrowed Materials. In no event shall TxDOT, the Proposer or any person or entity selected or appointed by them have the right to access, connect to or otherwise use any computer or other network of the Escrow Agent, other than to have access to electricity.]

4. Release of Escrowed Materials.

(a) Escrow Agent shall release the Escrowed Materials deposited hereunder only upon receipt by Escrow Agent of (i) a certificate signed by TxDOT's authorized representative, certifying that TxDOT has determined not to enter into a contract with Proposer and has executed a Comprehensive Development Agreement ("CDA") and Maintenance Agreement ("Maintenance Agreement") with another party, in which event the Escrowed Materials shall be released as directed by

Proposer; or (ii) a certificate signed by TxDOT's authorized representative, certifying that TxDOT has decided to terminate the procurement, in which event the Escrowed Materials shall be released as directed by Proposer; (iii) joint instructions from the authorized representatives of Proposer and TxDOT directing release of the Escrowed Materials, in which event the Escrowed Materials shall be released as provided therein; or (iv) written instructions from TxDOT's authorized representative, without any further required action or consent by Proposer, directing the release of the Escrowed Materials to the Office of the Attorney General, in which event the Escrowed Materials shall be released to the Attorney General by Escrow Agent as directed by TxDOT.

(b) If TxDOT and the Proposer enter into a CDA and Maintenance Agreement, the Escrowed Materials shall be transferred to the TxDOT project office and maintained in accordance with the terms and conditions set forth in the CDA and the Maintenance Agreement.

5. Rights of Escrow Agent. If conflicting demands are made or notices serviced upon Escrow Agent with respect to this Agreement, the parties hereto expressly agree that Escrow Agent shall have the absolute right at its election to do any of the following:

(a) withhold and stop all further proceedings in, and performance of this Agreement;

(b) file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves; or

(c) deliver all Escrowed Materials with seals intact to another location meeting the requirements of Section 3, to be selected by Proposer within 30 days after Escrow Agent delivers notice thereof to TxDOT.

6. Fees. Proposer shall pay all fees and expenses in connection with Escrow Agent's obligations under this Agreement, as set forth on Exhibit A attached hereto.

7. Notices. Any communication, notice or demand of any kind whatsoever under this Agreement shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by facsimile or electronic-mail (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 the Proposer:

Attention: _____

Telephone: () _____

Facsimile: () _____

If to TxDOT:

Texas Department of Transportation
Texas Turnpike Authority Division
125 E. 11th Street
Austin, TX 78701

Attention: _____

Telephone: (512) _____

Facsimile: (512) _____

With copies to:

Texas Department of Transportation
Office of General Counsel
125 East 11th Street

Attention: General Counsel

Telephone: (512) 463-8630

Facsimile: (512) 475-3070

If to the Escrow Agent:

Attention: _____

Telephone: () _____

Facsimile: () _____

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 7 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

8. Representations. Proposer represents and warrants that neither the Proposer nor any member of its team has a financial or other interest in, or relation with, the Escrow Agent or its principals or officers, except that Escrow Agent may be the depository for accounts or escrowed documents maintained by such entities. Escrow Agent represents and warrants that it does not have a financial or other interest in, or relationship with, the Proposer, the Proposer's team members identified to Escrow

Agent, or their principals or officers, except as a depository for accounts or escrowed documents, and further represents, warrants and covenants that the employees of Escrow Agent who have access to the Escrowed Materials also have no such interest or relationship with such entities.

9. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

10. Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

11. Governing Law. The laws of the State of Texas shall govern this Agreement.

12. Liability of Escrow Agent.

(a) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement or any other person. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, including without limitation any Proposal, CDA or Maintenance Agreement. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

(b) The Escrow Agent shall have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of any notices, requests, securities, checks, or other documents or instruments submitted to it in connection with its duties hereunder. The Escrow Agent shall be entitled to deem the signatories of any documents or instruments submitted to it hereunder as being those purported to be authorized to sign such documents or instruments on behalf of the parties hereto, and shall be entitled to rely upon the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind.

(c) The Escrow Agent shall place the Escrowed Materials in a vault or such other secure location so as to satisfy the requirements of Section 3 above. The Escrow Agent, however, does not insure that the Escrowed Materials will not be damaged or destroyed due to temperature, humidity, fire, smoke, electrical interference or other environmental factors, and the Escrow Agent is only required to take the same

precautions to control the environment in which the Escrowed Materials will be stored as it would normally take in the storage of paper documentation.

13. Indemnification of Escrow Agent. The Escrow Agent shall be, and hereby is, indemnified and saved harmless by the Proposer from and against any and all losses, liabilities, damages, costs and expenses, including without limitation attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrowed Materials or arising from the performance of its duties hereunder, unless such losses, liabilities, damages, costs and expenses shall have been finally adjudicated to have primarily resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement.

14. Assignment. No assignment of the interest of any of the parties hereto shall be binding upon the Escrow Agent unless and until written notice of such assignment shall be delivered to and acknowledged by the Escrow Agent.

15. Advice of Counsel. The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel addressed and delivered to the Escrow Agent. The Escrow Agent shall have the right to perform any of its duties hereunder through its agents, attorneys, custodians or nominees.

16. Resignation of Escrow Agent. The Escrow Agent may resign as such following the giving of ninety (90) calendar days prior written notice to the Proposer and TxDOT. In such event, the duties of the Escrow Agent shall terminate ninety (90) days after receipt of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrowed Materials then in its possession to a successor escrow agent as shall be appointed by the Proposer and acceptable to TxDOT as evidenced by a written notice filed with the Escrow Agent. If the Proposer has failed to appoint a successor prior to the expiration of ninety (90) calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

17. Successor Escrow Agent Entity. Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be sold or otherwise transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

18. Court Orders. In the event that any Escrowed Materials is attached, garnished or levied upon by any court order, or the delivery thereof is stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrowed Materials deposited under this Agreement, the Escrow Agent shall provide TxDOT and Proposer with written notice within 10 days after the occurrence of such event. The Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree by subsequently reversed, modified, annulled, set aside or vacated.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

PROPOSER

By: _____
Name: _____
Title: _____

The escrow provided for in this Agreement is hereby accepted by Escrow Agent.

By: _____
Title: _____

Exhibit A to Escrow Agreement
List of Fees to be Paid by Proposer
[to be provided]

OPINION OF COUNSEL—Form M

[LETTERHEAD OF INDEPENDENT LAW FIRM OR IN-HOUSE COUNSEL – SEE SECTION 6.1.1(e) OF THE ITP FOR LEGAL COUNSEL REQUIREMENTS]

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

Re: Comprehensive Development Agreement (“CDA”) and Maintenance Agreement (“Maintenance Agreement”) (collectively, “the Agreements”) for the DFW Connector 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 Agreements.] This letter is provided to you pursuant to Section 6.1.1 of the Instructions to Proposers of that certain Request for Proposals issued by the Texas Department of Transportation (“TxDOT”) on _____, 2008, 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 Agreements and to perform its obligations under the CDA Documents] [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 the Agreements have been duly authorized by all necessary corporate action on the part of the Developer and the Proposal and Agreements 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 Agreements constitute 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 Agreements; and that neither the Proposal nor the Agreements conflicts 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 Agreements 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 Agreements do not, and the Developer's performance of its obligations under the Proposal and the Agreements 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 Agreements]

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]

DEVELOPMENT PRICE —Form N-1

DFW Connector CDA	Amount	NPV at 15 July 2008 discounted at 5% per annum
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.

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

DEVELOPMENT PRICE —Form N-1.1

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

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				
Total Annual Cost				

COMPLETION DEADLINE – Form P

Description	Substantial Completion Date
TxDOT Last Allowable Date for Substantial Completion	NTP1 plus 1734 calendar days
Proposal Commitment Date for Substantial Completion	NTP1 plus _____ calendar days

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – Form Q

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 PARTICIPANT 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.

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION – Form R**

The undersigned, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date: _____, 2004

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 all partners, members or joint venturers of the Proposer and all other Major Participants.]

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING—
Form S**

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "**Disclosure Form to Report Lobbying**," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Date: _____, 2004

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 all partners, members or joint venturers of the Proposer and all other Major Participant]