FORM A

TEXAS DEPARTMENT OF TRANSPORTATION
SH 183 MANAGED LANES PROJECT
INSTRUCTIONS TO PROPOSERS

PROPOSAL LETTER

PROPOSER:

Proposal Date: \_\_\_\_\_\_\_\_\_\_, 201\_

Texas Department of Transportation
4777 E. Highway 80
Mesquite, Texas 75150
Attn: Dan H. Peden, 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 November 7, 2013, to develop, design, construct, finance, operate and maintain the SH 183 Managed Lanes 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 the undersigned is notified within such 180-day period that it is the next best value Proposer, for an additional 90 days upon agreement for such extension by TxDOT and Proposer in accordance with Section 4.5.2 of the ITP, 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.

b) if this Proposal is accepted, to provide security (including bonds, insurance and letters of credit) for the due performance of the Agreement.

If selected by TxDOT as the best value proposer, 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 Agreement, in accordance with the requirements of the RFP; (b) enter into the Agreement 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 Development Agreement; and (c) perform its obligations as set forth in the ITP and Agreement, including compliance with all commitments contained in this Proposal.

The following individual(s) is/are designated as the Proposer’s designated representative(s) 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 and the 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 Project Development Plan
* Financial Proposal
* Price Proposal, including Proposal Security

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

*[List all Addenda by number and date issued. For example, “Addenda 1 issued November 9, 2013.”]*

Responses issued *[list dates on which TxDOT responded to Proposers’ questions regarding the RFP Documents or this procurement.]*

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 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 whose corresponding Price Proposal offers 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 this Proposal pursuant to Section 223.204(a), Texas Transportation Code, to any Persons in TxDOT’s sole discretion after conditional award of the Development 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:

1. Sample signature block for consortium, 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]*

1. 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:

1. Describe in detail the legal structure of the Proposer/Developer and Equity Members.
2. If the Proposer/Developer/Equity Member 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 Member 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.
3. If the Proposer/Developer/Equity Member 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 Member (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 and attach a letter from each general partner stating that the respective partner agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the Proposal and under any contract arising therefrom. 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 Member is a consortium, joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all consortium or joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Member (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 and attach a letter from each joint venturer stating that the respective joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the Proposal and under any contract arising therefrom. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.
5. If the Proposer/Developer/Equity Member 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 Member (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 and provide a commitment letter from the financially responsible entities (i.e., all equity owners of the entity) to provide a jointly and severally liable guarantee in the form of Form Q. 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.

1. 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 consortium, such evidence shall be in the form of a resolution of each consortium member, certified by an appropriate officer of such consortium member. If the Proposer is a joint venture, consortium or a partnership, the Proposal must be executed by all joint venture members, all consortium members or all general partners, as applicable.
2. Developer’s organizational documents (partnership agreement, limited liability company operating agreement, or 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 organizational documents (or draft organizational documents if Developer is not yet formed) to TxDOT and identify on a cover page where in the agreement the provision can be found. If Developer is wholly owned by a single entity but has more than one equity owners through one or more intermediaries, Proposer shall submit organizational documents for Developer, the entity that is directly held by the ultimate equity owners of Developer and for each intermediary. The organizational documents for the entity that is directly held by the ultimate equity owners of Developer shall include the language required by the first sentence hereof. If Developer is ultimately owned by a single equity member, Developer’s organizational documents are required to be provided but the provision described above is not required to be included. For purposes of this paragraph C, the term “equity member” shall mean any entity having a direct or indirect through intermediaries equity interest in Developer of at least 10%.

FORM B-1

IDENTIFICATION OF PROPOSER AND EQUITY MEMBERS

|  |  |  |  |
| --- | --- | --- | --- |
| **NAME OF ENTITYAND CONTACTINFORMATION(address,representative,phone, fax,e-Mail)** | **ROLE INORGANIZATION** | **TexasContractorLicense andLicense Limit (ifapplicable)** | **Description ofWork/Services To BePerformed by Entity (ifapplicable)** |
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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 Member 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 inbusiness | No. of years underpresent name |
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5.0 Under what other or former names have the Proposer, Developer and Equity Members operated?

Proposer:

 :

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 :

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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 Members. Attach copies of all Texas licenses. Attach a separate sheet if necessary.

8.0 The Proposal shall include the following information regarding the Surety/Bonding companies committing to issue the payment and performance bonds, including for the O&M Security, in accordance with Section 8 of the Agreement.

(a) Name and address of bonding company(ies) that will provide the surety bonds required by the Agreement (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, address and phone number of the designated agent.

(b) Whether or not the listed bonding company 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 \_\_\_\_\_\_\_\_\_\_, 201\_.

Notary Public in and for
said County and State

[Seal]

My commission expires:

FORM B-3

INFORMATION ABOUT MAJOR PARTICIPANTS, MAJOR PROFESSIONAL
SERVICES FIRMS AND IDENTIFIED SUBCONTRACTORS

*[This form will be used to provide information about any Major Participants (excluding Equity Members that do not fall into categories (a) through (g) of the definition of Major Participants) and Major Professional Services Firms and any other subcontractors that have been identified as of the Proposal Due Date.]*

Proposer Name

|  |  |  |  |
| --- | --- | --- | --- |
| **Entity Name / Contact** | **Address of Head Office** | **Telephone / Fax** | **Specialty / Assignment** |
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Add additional sheet(s) as necessary.

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 Subcontractswith respect to the Project, except for those listed above. The Proposer agrees that it will follow applicable Development Agreement requirements with respect to Subcontractors*.* Proposer further declares that it has carefully examined the RFP Documents, including TxDOT’s DBE participation goal for the Project (set forth in ITP, Section 1.8.2), and acknowledges that Proposer's efforts to obtain participation by Subcontractors could reasonably be expected to accomplish TxDOT’s DBE participation goal for the Project with respect to the professional services and Construction Work performed under the Development Agreement.

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

Executed: \_\_\_\_\_\_\_\_\_\_\_, 201\_.

(Signature)

(Name Printed)

(Title)

(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 \_\_\_\_\_\_\_\_\_\_, 201\_.

Notary Public in and for
said County and State

[Seal]

My commission expires:

FORM C

RESPONSIBLE PROPOSER QUESTIONNAIRE

PROPOSER’S NAME:

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED:

1. Questions

The Proposer/Major Participant/team member 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/Major Participant/team member 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. For the Proposer, the term “**affiliate**” shall mean Developer, any Equity Member, or any entity which owns a substantial interest in or is owned in common with the Proposer, Developer or any Equity Member, or any such entity in which the Proposer, Developer or any Equity Member owns a substantial interest. For all other entities providing this form, 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:

1. 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 \_\_\_

1. 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 \_\_\_

1. 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 \_\_\_

1. 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 \_\_\_

1. 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 \_\_\_

1. 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 \_\_\_

1. 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 \_\_\_

1. 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.

1. 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 \_\_\_\_\_\_\_\_\_\_\_, 201\_.

(Signature)

(Name Printed)

(Title)

(Name of Organization)

**FORM D**

**Key Subcontractors**

**List of Key Subcontractors by discipline or role:**

– Project Management:

– Lead Design Firm:

– Quality Control Management:

– Quality Assurance Management:

– Key Task Leader – Geotechnical:

– Key Task Leader – Hydraulics and Hydrology:

– Key Task Leader – Structural:

– Key Task Leader – Environmental:

– Key Task Leader – Utilities:

– Key Task Leader – Right of Way:

FORM E

PERSONNEL WORK ASSIGNMENT FORM

Name of Proposer:

Key Personnel Applicable to Agreement

|  |  |
| --- | --- |
| **Key Personnel Assignment** | **Name of Individual Assigned** |
|  |  |
| D&C Project Manager |  |
| O&M Project Manager |  |
| Superintendent |  |
| Lead Quality Manager |  |
| Environmental Compliance Manager |  |
| Design Manager |  |
| Lead Roadway Design Engineer |  |
| Lead Bridge Design Engineer |  |
| Design Quality Manager/Professional Services Quality Control Manager |  |
| Maintenance Manager |  |
| Maintenance QC Manager |  |
| Public Information Coordinator |  |
| Right of Way Acquisition Manager |  |
| Utility Manager |  |
| D&C Safety Manager |  |
| O&M Safety Manager |  |

FORM F

NON-COLLUSION AFFIDAVIT

STATE OF )

 ) ss:

COUNTY OF )

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

1. \_\_\_\_\_\_\_\_\_\_ is the \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_ is the \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_, which entity(ies) are the \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_, the entity making the foregoing Proposal.
2. 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.
3. 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 \_\_\_\_\_\_\_\_\_\_, 201\_.

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

BUY AMERICA CERTIFICATION

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

The undersigned certifies on behalf of itself and all proposed Subcontractors (at all tiers) that only domestic steel and iron will be used in the Project.

A. Proposer shall comply with the Federal Highway Administration (“FHWA”) Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the Agreement only if domestic steel and iron will be used on 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 D&C Price.

B. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.

C. At Proposer’s request, TxDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the TxDOT.

|  |  |
| --- | --- |
| **PROPOSER** |  |
| **SIGNATURE** |  |
| **NAME (printed or typed)** |  |
| **TITLE** |  |
| **DATE** |  |

FORM H

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 Development Agreement:

DBE

Professional Services: 7%
Construction Work: 7%

DBE Certification

By signing below, 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 Development Agreement, Developer will submit a DBE Performance Plan meeting the requirements set forth in the DBE Special Provisions attached as Exhibit 6 to the Development Agreement.

Failure to submit the DBE Performance Plan will be considered a breach of the requirements of the RFP. As a result, the Proposal Security provided by the Proposer will become property of the Department and the Proposer and Equity Members will be precluded from participating in any reprocurement of the Development Agreement for the project.

[name]

[title]

FORM I

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 U.S.C. Section 601-617 and 651-669).

Date: , 201\_

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 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 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.

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. If no disclosure is necessary, indicate “None”.

Proposer shall 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.

1. **Explanation**

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

1. **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

 , 201\_

Date

FORM K

PROPOSAL BOND

**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 $50,000,000. [*NOTE: insert amount of $50 million if a single bond is provided; multiple bonds in lesser amounts may be provided if the sum equals $50 million and delete this bracketed text]* (the “Bonded Sum”).

**WHEREAS**, the Principal is herewith submitting its Proposal for furnishing the development, design, construction, financing, operation and maintenance of the SH 183 Managed Lanes Project through a Development Agreement (the “Agreement”), which Proposal is incorporated herein by this reference and has been submitted pursuant to TxDOT’s Request for Proposals dated as of November 7, 2013 (as amended or supplemented, the “RFP”), in accordance with the Instructions to Proposers thereto (“ITP”) included in the RFP;

**NOW, THEREFORE,**

1. The condition of this 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:

(a) Principal's receipt of written notice from TxDOT that either (i) no Development Agreement for the Project will be awarded by TxDOT pursuant to the RFP or (ii) TxDOT has awarded a Development Agreement for the Project, has received the executed Development Agreement and other required documents, and does not intend to award the contract to the Principal; or

(b) If TxDOT has not previously delivered notice of forfeiture hereunder, failure of TxDOT to conditionally award the Development Agreement to Principal within 180 days (or 270 days if TxDOT and Principal have agreed to extend 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 any commitment made in its Proposal prior to the time allowed for execution of the Development Agreement permitted under the ITP;

(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 the second paragraph of Section 6.1 and Section 6.1.1 of the ITP, other than to the extent excused under ITP Section 4.6(iii); or

(d) Principal is the apparent best value Proposer and after execution of the Development Agreement fails to deliver the D&C Performance Bond and the D&C Payment Bond in accordance with Sections 8.1.3 and 8.1.4 of the Development Agreement by the time set forth therein.

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 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 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 Development Agreement that Principal may grant in accordance with the Development Agreement or otherwise, shall be subject to the reasonable approval of Surety or Co-Sureties.

(d) Correspondence or claims relating to this Proposal Bond shall be sent to Surety at the following address:

[name and address]

and the initial agent for service of process shall be:

[name and address]

**SIGNED and SEALED** this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_.

|  |
| --- |
|  |
|   |
| 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 L

OPINION OF COUNSEL

[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
125 East 11th Street
Austin, TX 78701

Re: Development Agreement (“Agreement”) for SH 183 Managed Lanes Project dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_, by and between Texas Department of Transportation, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Developer”)

Ladies & 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 Agreement.] This letter is provided to you pursuant to Section 6.1.1(e) of the Instructions to Proposers of that certain Request for Proposals issued by the Texas Department of Transportation (“TxDOT”) on \_\_\_\_\_\_\_\_\_\_, 201\_, 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 Agreement and to perform its obligations under the Agreement] [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 Agreement have been duly authorized by all
necessary corporate action on the part of Developer and the Proposal and Agreement 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 Agreement constitute a legal, valid and binding
obligation of Developer enforceable against 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 Agreement; and that neither the Proposal nor the Agreement 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 Agreement 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 Developer of the Proposal
and the Agreement do not, and Developer’s performance of its obligations under the Proposal and the Agreement will not, violate any current statute, rule or regulation applicable to Developer or to transactions of the type contemplated by the Proposal or the Agreement]

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-1

BASE SCOPE IDENTIFICATION, PRICE AND PROPOSAL SCHEDULE

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

|  |  |
| --- | --- |
| **Additional Scope Components** | **Included in Base Scope?****(Indicate: “Yes” or “No”)** |
| **Additional Scope Component 1** |   |
| **Additional Scope Component 2** |   |
| **Additional Scope Component 3** |   |
| **Additional Scope Component 4** |   |

Note: A higher numbered Additional Scope Component cannot be included in the Base Scope unless all lower numbered Additional Scope Component(s) are included in the Base Scope.

|  |  |
| --- | --- |
| **SH 183 Managed Lanes Project Development Agreement** | **(Nominal U.S. dollars)** |
| **Base Scope Price** |   |
| Proposer is requesting the above total amount from TxDOT for the design and construction phase of the Project under the Development Agreement. In the event of a conflict between price on this Form M-1 and on any other Base Scope related forms, the price on this Form M-1 shall govern. |
|

|  |  |
| --- | --- |
| **SH 183 Managed Lanes Project Development Agreement** | **Proposed Schedule Days****(Number of Days)** |
| **Duration of Period from NTP1 to Substantial Completion**  |   |
| Proposer affirms that the Scheduled Substantial Completion Date shall be the date that is the Proposed Scheduled Days after actual commercial close for the Development Agreement and the initial Substantial Completion Deadline in the Development Agreement shall be the date that is the Proposed Schedule Days after NTP1 as NTP1 may be adjusted therein.  |

 |

FORM M-1.1

BASE SCOPE PRICE BREAKDOWN

**SH 183 Managed Lanes Project – BASE SCOPE**

**Texas Department of Transportation**

| **ITEM / LINE NO.** | **DESCRIPTION** |  | **ITEM TOTAL(Nominal $ US)** |
| --- | --- | --- | --- |
| **A** | **Professional Services** |  |  |
| 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** |
|  |
| **B** | **Construction** |  |  |
| 9 | Construction Development Management |  |   |
| 10 | Mobilization |  |   |
| 11 | Traffic Control |  |   |
| 12 | Earthwork |  |   |
| 13 | Subbase and Base Course |  |   |
| 14 | Pavement |  |   |
| 15 | Structures |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM / LINE NO.** | **DESCRIPTION** |  | **ITEM TOTAL(Nominal $ US)** |
|  |
| 16 | Aesthetics |  |   |
| 17 | Landscaping  |  |   |
| 18 | Environmental Mitigation |  |   |
| 19 | Utility Adjustments |  |   |
| 20 | Developer Designated ROW |  |   |
| 21 | Bond Premiums |  |   |
| 22 | Insurance Premiums |  |   |
| 23 | Miscellaneous Construction Items not covered by Lines 9-24 |  |   |
| 24 | **Subtotal Construction (Sum Lines 9 through 24)** | **Subtotal** | **$0** |
|  |  |  |  |
|  | **Total Price (Line 8 + Line 24)** | **TOTAL** | **$0** |
|  |  |  |  |

FORM M-1.2

BASE SCOPE
SCHEDULE OF ANTICIPATED DRAW REQUESTS

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

**(all figures are in nominal U.S. dollars)**

| **Months after NTP1** | **(A)** **Proposer’s Anticipated Draw Request** | **(B)** **Proposer’s Cumulative Anticipated Draw Requests** |
| --- | --- | --- |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
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| **55** |  |  |
| **TOTALS** |  |  |
|  Nominal Development Payments  To Form M-1 |
|  |

FORM M-2

ADDITIONAL SCOPE COMPONENTS PRICE

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

|  |  |
| --- | --- |
|  |  |
|  |  |  |
| **Instructions**: Insert pricing information separately for each additional scope component (described in ITP Section 1.5.1) included in Proposer’s package. Input “0” for any Additional Scope Components included in the Base Scope |
| **SH 183 Managed Lanes Project Development Agreement** | **(Nominal U.S. dollars)**  |
| **Additional Scope Price for Component 1** |   |
| **Additional Scope Price for Component 2** |   |
| **Additional Scope Price for Component 3** |   |
| **Additional Scope Price for Component 4** |   |
| An itemized breakdown of each the above amounts can be found on Forms M-2.1, M-2.2, M-2.3, and M-2.4.Maximum Payment Curves for Additional Scope Components is shown on Forms M-3.1, M-3.2, M-3.3 and M-3.4.In the event of a conflict between prices on this Form M-2 and on any other Additional Scope related forms, the prices on this Form M-2 shall govern.  |

FORM M-2.1

PRICE BREAKDOWN

**SH 183 Managed Lanes Project – *ADDITIONAL SCOPE COMPONENT 1***

**Texas Department of Transportation**

| **ITEM / LINE NO.** | **DESCRIPTION** |  | **ITEM TOTAL(Nominal $ US)** |
| --- | --- | --- | --- |
| **A** | **Professional Services** |  |  |
| 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** |
|  |
| **B** | **Construction** |  |  |
| 9 | Construction Development Management |  |   |
| 10 | Mobilization |  |   |
| 11 | Traffic Control |  |   |
| 12 | Earthwork |  |   |
| 13 | Subbase and Base Course |  |   |
| 14 | Pavement |  |   |
| 15 | Structures |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM / LINE NO.** | **DESCRIPTION** |  | **ITEM TOTAL(Nominal $ US)** |
|  |
| 16 | Aesthetics |  |   |
| 17 | Landscaping  |  |   |
| 18 | Environmental Mitigation |  |   |
| 19 | Utility Adjustments |  |   |
| 20 | Developer Designated ROW |  |   |
| 21 | Bond Premiums |  |   |
| 22 | Insurance Premiums |  |   |
| 23 | Miscellaneous Construction Items not covered by Lines 9-22 |  |   |
| 24 | **Subtotal Construction (Sum Lines 9 through 24)** | **Subtotal** | **$0** |
|  |  |  |  |
|  | **Total Price (Line 8 + Line 24)** | **TOTAL** | **$0** |
|  |  |  |  |

FORM M-2.2

PRICE BREAKDOWN

**SH 183 Managed Lanes Project – *ADDITIONAL SCOPE COMPONENT 2***

**Texas Department of Transportation**

| **ITEM / LINE NO.** | **DESCRIPTION** |  | **ITEM TOTAL(Nominal $ US)** |
| --- | --- | --- | --- |
| **A** | **Professional Services** |  |  |
| 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** |
|  |
| **B** | **Construction** |  |  |
| 9 | Construction Development Management |  |   |
| 10 | Mobilization |  |   |
| 11 | Traffic Control |  |   |
| 12 | Earthwork |  |   |
| 13 | Subbase and Base Course |  |   |
| 14 | Pavement |  |   |
| 15 | Structures |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM / LINE NO.** | **DESCRIPTION** |  | **ITEM TOTAL(Nominal $ US)** |
|  |
| 16 | Aesthetics |  |   |
| 17 | Landscaping  |  |   |
| 18 | Environmental Mitigation |  |   |
| 19 | Utility Adjustments |  |   |
| 20 | Developer Designated ROW |  |   |
| 21 | Bond Premiums |  |   |
| 22 | Insurance Premiums |  |   |
| 23 | Miscellaneous Construction Items not covered by Lines 9-22 |  |   |
| 24 | **Subtotal Construction (Sum Lines 9 through 23)** | **Subtotal** | **$0** |
|  |  |  |  |
|  | **Total Price (Line 8 + Line 24)** | **TOTAL** | **$0** |
|  |  |  |  |

|  |
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|  |

FORM M-2.3

PRICE BREAKDOWN

**SH 183 Managed Lanes Project – *ADDITIONAL SCOPE COMPONENT 3***

**Texas Department of Transportation**

| **ITEM / LINE NO.** | **DESCRIPTION** |  | **ITEM TOTAL(Nominal $ US)** |
| --- | --- | --- | --- |
| **A** | **Professional Services** |  |  |
| 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** |
|  |
| **B** | **Construction** |  |  |
| 9 | Construction Development Management |  |   |
| 10 | Mobilization |  |   |
| 11 | Traffic Control |  |   |
| 12 | Earthwork |  |   |
| 13 | Subbase and Base Course |  |   |
| 14 | Pavement |  |   |
| 15 | Structures |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM / LINE NO.** | **DESCRIPTION** |  | **ITEM TOTAL(Nominal $ US)** |
|  |
| 16 | Aesthetics |  |   |
| 17 | Landscaping  |  |   |
| 18 | Environmental Mitigation |  |   |
| 19 | Utility Adjustments |  |   |
| 20 | Developer Designated ROW |  |   |
| 21 | Bond Premiums |  |   |
| 22 | Insurance Premiums |  |   |
| 23 | Miscellaneous Construction Items not covered by Lines 9-22 |  |   |
| 24 | **Subtotal Construction (Sum Lines 9 through 23)** | **Subtotal** | **$0** |
|  |  |  |  |
|  | **Total Price (Line 8 + Line 24)** | **TOTAL** | **$0** |
|  |  |  |  |

FORM M-2.4

PRICE BREAKDOWN

**SH 183 Managed Lanes Project – *ADDITIONAL SCOPE COMPONENT 4***

**Texas Department of Transportation**

| **ITEM / LINE NO.** | **DESCRIPTION** |  | **ITEM TOTAL(Nominal $ US)** |
| --- | --- | --- | --- |
| **A** | **Professional Services** |  |  |
| 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** |
|  |
| **B** | **Construction** |  |  |
| 9 | Construction Development Management |  |   |
| 10 | Mobilization |  |   |
| 11 | Traffic Control |  |   |
| 12 | Earthwork |  |   |
| 13 | Subbase and Base Course |  |   |
| 14 | Pavement |  |   |
| 15 | Structures |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM / LINE NO.** | **DESCRIPTION** |  | **ITEM TOTAL(Nominal $ US)** |
|  |
| 16 | Aesthetics |  |   |
| 17 | Landscaping  |  |   |
| 18 | Environmental Mitigation |  |   |
| 19 | Utility Adjustments |  |   |
| 20 | Developer Designated ROW |  |   |
| 21 | Bond Premiums |  |   |
| 22 | Insurance Premiums |  |   |
| 23 | Miscellaneous Construction Items not covered by Lines 9-22 |  |   |
| 24 | **Subtotal Construction (Sum Lines 9 through 23)** | **Subtotal** | **$0** |
|  |  |  |  |
|  | **Total Price (Line 8 + Line 24)** | **TOTAL** | **$0** |
|  |  |  |  |

FORM M-3.1

MAXIMUM PAYMENT CURVE

**SH 183 Managed Lanes Project – *ADDITIONAL SCOPE COMPONENT 1***

**Texas Department of Transportation**

**(all figures are in nominal U.S. dollars)**

| **Months after NTP1** | **(A)** **Developer’s Available Monthly Draw Amount** | **(B) Developer's Available Cumulative Draw Amount** |
| --- | --- | --- |
| **1** |  |  |
| **2** |  |  |
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| **TOTALS** | $0.00 |  |
|  | Nominal Development Payments |
|  | To Form M-2 |  |

FORM M-3.2

MAXIMUM PAYMENT CURVE

**SH 183 Managed Lanes Project – *ADDITIONAL SCOPE COMPONENT 2***

**Texas Department of Transportation**

**(all figures are in nominal U.S. dollars)**

| **Months after NTP1** | **(A)** **Developer’s Available Monthly Draw Amount** | **(B) Developer's Available Cumulative Draw Amount** |
| --- | --- | --- |
| **1** |  |  |
| **2** |  |  |
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| **TOTALS** | $0.00 |  |
|  | Nominal Development Payments |
|  | To Form M-2 |  |

FORM M-3.3

MAXIMUM PAYMENT CURVE

**SH 183 Managed Lanes Project – *ADDITIONAL SCOPE COMPONENT 3***

**Texas Department of Transportation**

**(all figures are in nominal U.S. dollars)**

| **Months after NTP1** | **(A)** **Developer’s Available Monthly Draw Amount** | **(B) Developer's Available Cumulative Draw Amount** |
| --- | --- | --- |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
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| **TOTALS** | $0.00 |  |
|  | Nominal Development Payments |
|  | To Form M-2 |  |

FORM M-3.4

MAXIMUM PAYMENT CURVE

**SH 183 Managed Lanes Project – *ADDITIONAL SCOPE COMPONENT 4***

**Texas Department of Transportation**

**(all figures are in nominal U.S. dollars)**

| **Months after NTP1** | **(A)** **Developer’s Available Monthly Draw Amount** | **(B) Developer's Available Cumulative Draw Amount** |
| --- | --- | --- |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
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| **TOTALS** | $0.00 |  |
|  | Nominal Development Payments |
|  | To Form M-2 |  |

**FORM M-4

ATC ADJUSTMENTS**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

**ATC Adjustment for Additional Impact to TxDOT
Associated with Approved ATCs Relating to Proposer’s Base Scope and any applicable Additional Scope Components**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| **Approved****ATC #** | **Description of Approved ATC** | **Identify Base Scope or applicable Additional Scope Component** | **Costs to TxDOT** |
|  |  |  |  |
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|  |  | **TOTAL** |  |

**Note:**

**Cost refers to the additional cost associated with the ATC as determined by TxDOT and set forth in the ATC approval letter. Attach ATC approval letters to this form.**

**FORM N-1**

**O&M BASE SCOPE PRICE**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

|  |
| --- |
|  |

|  |  |
| --- | --- |
| **SH 183 Managed Lanes Project Development Agreement** | **From Form N-2** |
| **Adjusted Operations and Maintenance Value for the Base Scope**  |   |
| Operations and Maintenance Schedule for Base Scope is shown on Form N-2. |
| In the event of a conflict between the amount on this Form N-1 and Form N-2, and the price in columns (A),(C),(D) and (E) of Form N-2, the prices in columns (A),(C),(D) and (E) of Form N-2 shall govern and the amount to be entered in this Form N-1 will be recalculated by TxDOT. |

**FORM N-2**

**OPERATIONS AND MAINTENANCE Schedule FOR O&M BASE SCOPE PRICE**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

| **Full Year of Operation (from Substantial Completion)** | **Routine O&M** | **Renewal Work** | **Escalated Total Annual O&M Payment****(G) = (A× B)+[(C+D+E) × F]** | **(H)****Discount Factor** | **(G × H)****Factored O&M Amount** |
| --- | --- | --- | --- | --- | --- |
| **(A)****Annual Routine O&M Price in April 2014 U.S. Dollars** | **(B)****[Routine O&M Price Escalation Factor]** | **(C)****Pavement Price in April 2014 U.S. Dollars** | **(D)****Bridge Price in April 2014 U.S. Dollars** | **(E)****Annual Renewal – Other Price in April 2014 U.S. Dollars** | **(F)****[Renewal Work Price Escalation Factor]** |
| **1** |  | 1.0986 |  |  |  | 1.1507 |  | 0.9782 |  |
| **2** |  | 1.1206 |  |  |  | 1.1853 |  | 0.9361 |  |
| **3** |  | 1.1430 |  |  |  | 1.2208 |  | 0.8958 |  |
| **4** |  | 1.1659 |  |  |  | 1.2574 |  | 0.8572 |  |
| **5** |  | 1.1892 |  |  |  | 1.2952 |  | 0.8203 |  |
| **6** |  | 1.2130 |  |  |  | 1.3340 |  | 0.7850 |  |
| **7** |  | 1.2372 |  |  |  | 1.3740 |  | 0.7512 |  |
| **8** |  | 1.2620 |  |  |  | 1.4153 |  | 0.7188 |  |
| **9** |  | 1.2872 |  |  |  | 1.4577 |  | 0.6879 |  |
| **10** |  | 1.3130 |  |  |  | 1.5015 |  | 0.6583 |  |
| **11** |  | 1.3392 |  |  |  | 1.5465 |  | 0.6299 |  |
| **12** |  | 1.3660 |  |  |  | 1.5929 |  | 0.6028 |  |
| **13** |  | 1.3933 |  |  |  | 1.6407 |  | 0.5768 |  |
| **14** |  | 1.4212 |  |  |  | 1.6899 |  | 0.5520 |  |
| **15** |  | 1.4496 |  |  |  | 1.7406 |  | 0.5282 |  |
| **16** |  | 1.4786 |  |  |  | 1.7928 |  | 0.5055 |  |
| **17** |  | 1.5082 |  |  |  | 1.8466 |  | 0.4837 |  |
| **18** |  | 1.5383 |  |  |  | 1.9020 |  | 0.4629 |  |
| **19** |  | 1.5691 |  |  |  | 1.9591 |  | 0.4429 |  |
| **20** |  | 1.6005 |  |  |  | 2.0178 |  | 0.4239 |  |
| **21** |  | 1.6325 |  |  |  | 2.0784 |  | 0.4056 |  |
| **22** |  | 1.6652 |  |  |  | 2.1407 |  | 0.3882 |  |
| **23** |  | 1.6985 |  |  |  | 2.2049 |  | 0.3714 |  |
| **24** |  | 1.7324 |  |  |  | 2.2711 |  | 0.3554 |  |
| **25** |  | 1.7671 |  |  |  | 2.3392 |  | 0.3401 |  |
| **Total1** |  |
| 1. Adjusted Operations and Maintenance Value for the Base Scope to Form N-1. |

**Form N-2.1**

**Routine Operations and maintenance PRICE Breakdown – BASE scope**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

**(all figures are in April 2014 U.S. dollars)**

| **YEAR** | **Roadway**  | **Bridges** | **Drainage Facilities** | **Noise and Retaining Walls** | **Signs and Traffic Control** | **Incident Response** | **Miscellaneous Items** | **Annual Routine O&M Price (A) 1** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** |  |  |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |  |  |
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| **25** |  |  |  |  |  |  |  |  |
| **Totals** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 1. Annual Routine O&M Price (A) for use on Form N-2. |

**Form N-2.2**

**Renewal-Other PRICE Breakdown – BASE scope**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

**(all figures are in April 2014 U.S. dollars)**

| **YEAR** | **Drainage Facilities** | **Noise Walls and Retaining Walls** | **Traffic Control** | **Embankment and Cut Slopes** | **Miscellaneous Maintenance Items** | **Annual Renewal - Other Price (E)1** |
| --- | --- | --- | --- | --- | --- | --- |
| **1** |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |
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| **25** |  |  |  |  |  |  |
| **Totals** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 1. Annual Renewal-Other Price (E) for use on Form N-2. |

**Form N-2.3**

**Pavement Renewal PRICE Breakdown – BASE scope**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

| **YEAR** | **Quantity in Square Yards** | **Pavement Renewal Price / Available Annual Draw Amountin** **April 2014 U.S. dollars (C)1** |
| --- | --- | --- |
| **1** |  |  |
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| **25** |  |  |
| **Total** | **$0.00** |
| 1. Pavement Renewal Price (C) for use on Form N-2. |

**Form N-2.4**

**Bridge Renewal PRICE Breakdown**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

| **NBI Ref/ New Bridge ID** | **Structure Name** | **Price in April 2014U.S. Dollars 1** |
| --- | --- | --- |
| 02-220-0-0094-02-094 | BEAR CREEK BRIDGE |  |
| 02-220-0-0094-02-071 | BEAR CREEK BRIDGE |  |
| 18-057-0-0094-03-017 | 3-10'x10' MBC FROM SDTA 63+12.38 TO 63+68.31 |  |
| 18-057-0-0094-03-018 | 8-7'X6' MBC FROM STA 128+40 |  |
| 18-057-0-0094-03-270 | S.H. 183 INTERCHANGE AT BELT LINE ROAD EASTBOUND FREEWAY OVERPASS |  |
| 18-057-0-0094-03-271 | S.H. 183 INTERCHANGE AT BELT LINE ROAD WESTBOUND FREEWAY OVERPASS |  |
| 18-057-0-0094-03-093 | EASTBOUND FRONTAGE ROAD OVERPASS |  |
| 18-057-0-0353-06-097 | SPUR 482 OVERPASS |  |
| 18-057-0-0353-06-098 | SPUR 482 OVERPASS |  |
| 18-057-0-0353-06-358 | SH 114 EB TO LP 12 SB DIRECT CONNECTOR |  |
| 18-057-0-0353-06-397 | SH 114 LOOP 12 SBML U/P |  |
| 18-057-0-0353-06-395 | LP 12 NB TO SH 114 WB DIRECT CONNECTOR |  |
| 18-057-0-0353-06-398 | SH 114 LOOP 12 NBML U/P |  |
| 18-057-0-0353-06-351 | SH 114 CISTERIAN RD WBML O/P |  |
| 18-057-0-0353-06-352 | SH 114 CISTERIAN RD EBML O/P |  |
| 18-057-0-0353-06-409 | SH 114 CISTERIAN RD WBML O/P |  |
| 18-057-0-0581-02-053 | LOOP 12 ELM FORK TRINITY RIVER |  |
| 18-057-0-0581-02-101 | LOOP 12 ELM FORK TRINITY RIVER |  |
| 18-057-0-0581-02-133 | OLD SH 114 OVERPASS |  |
| 18-057-0-0581-02-413 | OLD SH 114 OVERPASS |  |
| **Only if Additional Scope Component 1 is not included in the Proposer’s Base Scope, provide pricing for the following bridges.** |
| 18-057-0-0094-03-038 | S.H. 183 STORY ROAD OVERPASS |  |
| 18-057-0-0094-03-039 | S.H. 183 STORY ROAD OVERPASS |  |
| 18-057-0-0094-03-040 | S.H. 183 MACARTHUR BLVD. OVERPASS |  |
| 18-057-0-0094-03-041 | S.H. 183 MACARTHUR BLVD. OVERPASS |  |
| 18-057-0-0094-03-042 | S.H. 183 O'CONNOR ROAD OVERPASS |  |
| 18-057-0-0094-03-043 | S.H. 183 O'CONNOR ROAD OVERPASS |  |
| 18-057-0-0094-03-022 | S.H. 183 ST. L., S.F. & T. OVERPASS |  |
| 18-057-0-0094-03-048 | S.H. 183 CARL ROAD OVERPASS |  |
| 18-057-0-0094-03-049 | S.H. 183 CARL ROAD OVERPASS |  |
| 18-057-0-0094-03-092 | SH 183 OVERPASS AT LOOP 12 |  |
| **Only if Additional Scope Component 2 is not included in the Proposer’s Base Scope, provide pricing for the following bridges.** |
| 18-057-0-0094-07-051 | ELM FORK TRINITY RIVER BRIDGE |  |
| 18-057-0-0094-07-031 | REGAL ROW OVERPASS |  |
| 18-057-0-0094-07-102 | REGAL ROW OVERPASS |  |
| **Bridge Renewal Price (D)2** |  |
| 1. Pursuant to Section 11.4.4 of the Agreement, the payments set forth in this table for bridge Renewal Work are payable at Year 10 of the O&M Period.2. Bridge Renewal Price (D) for use on Form N-2. |

**FORM N-3**

**ADJUSTED OPERATIONS AND MAINTENANCE VALUE FOR Additional Scope COmpoNENTS**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

|  |
| --- |
| **Instructions**: Insert pricing information separately for each additional scope component (described in ITP Section 1.5.1) included in Proposer’s package. Note TxDOT is not seeking Operations and Maintenance services for any components outside of those listed in the form below. Input “0” for any Additional Scope Components included in Proposer's Base Scope. |

|  |  |
| --- | --- |
| **SH 183 Managed Lanes Project Development Agreement** | **From Form N-4.1 and N-4.2** |
| **Adjusted Operations and Maintenance Value for Additional Scope Component 1** |  |
| **Adjusted Operations and Maintenance Value for Additional Scope Component 2** |   |
| Operations and Maintenance Schedule for Additional Scope Components is shown on Forms N-4.1 and N-4.2. In the event of a conflict between the amount on Form N-3, and the prices in columns (A),(C),(D), and (E) of Forms N-4.1 and N-4.2, the prices in columns (A),(C),(D), and (E) of Forms N-4.1 and N-4.2 shall govern and the amount to be entered in Form N-3 will be recalculated by TxDOT. |

**Form N-4.1**

**OPERATIONS AND MAINTENANCE SCHEDULE**

**SH 183 Managed Lanes Project– ADDITIONAL SCOPE Component 1**

**Texas Department of Transportation**

| **Full Year of Operation (from Substantial Completion)** | **Routine O&M** | **Renewal Work** | **Escalated Total Annual O&M Payment****(G) = (A× B)+[(C+D+E) × F]** | **(H)****Discount Factor** | **(G × H)****Factored O&M Amount** |
| --- | --- | --- | --- | --- | --- |
| **(A)****Annual Routine O&M Price in April 2014 U.S. Dollars** | **(B)****[Routine O&M Price Escalation Factor]** | **(C)****Pavement Price in April 2014 U.S. Dollars** | **(D)****Bridge Price in April 2014 U.S. Dollars** | **(E)****Annual Renewal – Other Price in April 2014 U.S. Dollars** | **(F)****[Renewal Work Price Escalation Factor]** |
| **1** |  | 1.0986 |  |  |  | 1.1507 |  | 0.9782 |  |
| **2** |  | 1.1206 |  |  |  | 1.1853 |  | 0.9361 |  |
| **3** |  | 1.1430 |  |  |  | 1.2208 |  | 0.8958 |  |
| **4** |  | 1.1659 |  |  |  | 1.2574 |  | 0.8572 |  |
| **5** |  | 1.1892 |  |  |  | 1.2952 |  | 0.8203 |  |
| **6** |  | 1.2130 |  |  |  | 1.3340 |  | 0.7850 |  |
| **7** |  | 1.2372 |  |  |  | 1.3740 |  | 0.7512 |  |
| **8** |  | 1.2620 |  |  |  | 1.4153 |  | 0.7188 |  |
| **9** |  | 1.2872 |  |  |  | 1.4577 |  | 0.6879 |  |
| **10** |  | 1.3130 |  |  |  | 1.5015 |  | 0.6583 |  |
| **11** |  | 1.3392 |  |  |  | 1.5465 |  | 0.6299 |  |
| **12** |  | 1.3660 |  |  |  | 1.5929 |  | 0.6028 |  |
| **13** |  | 1.3933 |  |  |  | 1.6407 |  | 0.5768 |  |
| **14** |  | 1.4212 |  |  |  | 1.6899 |  | 0.5520 |  |
| **15** |  | 1.4496 |  |  |  | 1.7406 |  | 0.5282 |  |
| **16** |  | 1.4786 |  |  |  | 1.7928 |  | 0.5055 |  |
| **17** |  | 1.5082 |  |  |  | 1.8466 |  | 0.4837 |  |
| **18** |  | 1.5383 |  |  |  | 1.9020 |  | 0.4629 |  |
| **19** |  | 1.5691 |  |  |  | 1.9591 |  | 0.4429 |  |
| **20** |  | 1.6005 |  |  |  | 2.0178 |  | 0.4239 |  |
| **21** |  | 1.6325 |  |  |  | 2.0784 |  | 0.4056 |  |
| **22** |  | 1.6652 |  |  |  | 2.1407 |  | 0.3882 |  |
| **23** |  | 1.6985 |  |  |  | 2.2049 |  | 0.3714 |  |
| **24** |  | 1.7324 |  |  |  | 2.2711 |  | 0.3554 |  |
| **25** |  | 1.7671 |  |  |  | 2.3392 |  | 0.3401 |  |
| **Total1** |  |
| 1. Adjusted Operations and Maintenance Value for the Base Scope to Form N-3 |

**FORM N-4.2**

**OPERATIONS AND MAINTENANCE SCHEDULE**

**SH 183 Managed Lanes Project– ADDITIONAL SCOPE COMPONENT 2**

**Texas Department of Transportation**

| **Full Year of Operation (from Substantial Completion)** | **Routine O&M** | **Renewal Work** | **Escalated Total Annual O&M Payment****(G) = (A× B)+[(C+D+E) × F]** | **(H)****Discount Factor** | **(G × H)****Factored O&M Amount** |
| --- | --- | --- | --- | --- | --- |
| **(A)****Annual Routine O&M Price in April 2014 U.S. Dollars** | **(B)****[Routine O&M Price Escalation Factor]** | **(C)****Pavement Price in April 2014 U.S. Dollars** | **(D)****Bridge Price in April 2014 U.S. Dollars** | **(E)****Annual Renewal – Other Price in April 2014 U.S. Dollars** | **(F)****[Renewal Work Price Escalation Factor]** |
| **1** |  | 1.0986 |  |  |  | 1.1507 |  | 0.9782 |  |
| **2** |  | 1.1206 |  |  |  | 1.1853 |  | 0.9361 |  |
| **3** |  | 1.1430 |  |  |  | 1.2208 |  | 0.8958 |  |
| **4** |  | 1.1659 |  |  |  | 1.2574 |  | 0.8572 |  |
| **5** |  | 1.1892 |  |  |  | 1.2952 |  | 0.8203 |  |
| **6** |  | 1.2130 |  |  |  | 1.3340 |  | 0.7850 |  |
| **7** |  | 1.2372 |  |  |  | 1.3740 |  | 0.7512 |  |
| **8** |  | 1.2620 |  |  |  | 1.4153 |  | 0.7188 |  |
| **9** |  | 1.2872 |  |  |  | 1.4577 |  | 0.6879 |  |
| **10** |  | 1.3130 |  |  |  | 1.5015 |  | 0.6583 |  |
| **11** |  | 1.3392 |  |  |  | 1.5465 |  | 0.6299 |  |
| **12** |  | 1.3660 |  |  |  | 1.5929 |  | 0.6028 |  |
| **13** |  | 1.3933 |  |  |  | 1.6407 |  | 0.5768 |  |
| **14** |  | 1.4212 |  |  |  | 1.6899 |  | 0.5520 |  |
| **15** |  | 1.4496 |  |  |  | 1.7406 |  | 0.5282 |  |
| **16** |  | 1.4786 |  |  |  | 1.7928 |  | 0.5055 |  |
| **17** |  | 1.5082 |  |  |  | 1.8466 |  | 0.4837 |  |
| **18** |  | 1.5383 |  |  |  | 1.9020 |  | 0.4629 |  |
| **19** |  | 1.5691 |  |  |  | 1.9591 |  | 0.4429 |  |
| **20** |  | 1.6005 |  |  |  | 2.0178 |  | 0.4239 |  |
| **21** |  | 1.6325 |  |  |  | 2.0784 |  | 0.4056 |  |
| **22** |  | 1.6652 |  |  |  | 2.1407 |  | 0.3882 |  |
| **23** |  | 1.6985 |  |  |  | 2.2049 |  | 0.3714 |  |
| **24** |  | 1.7324 |  |  |  | 2.2711 |  | 0.3554 |  |
| **25** |  | 1.7671 |  |  |  | 2.3392 |  | 0.3401 |  |
| **Total1** |  |
| 1. Adjusted Operations and Maintenance Value for the Base Scope to Form N-3 |

**Form N-4.3**

**Routine Operations and maintenance PRICE Breakdown – additional scope component 1**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

**(all figures are in April 2014 U.S. dollars)**

| **YEAR** | **Roadway**  | **Bridges** | **Drainage Facilities** | **Noise and Retaining Walls** | **Signs and Traffic Control** | **Incident Response** | **Miscellaneous Items** | **Annual Routine O&M Price (A) 1** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** |  |  |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |  |  |
| **6** |  |  |  |  |  |  |  |  |
| **7** |  |  |  |  |  |  |  |  |
| **8** |  |  |  |  |  |  |  |  |
| **9** |  |  |  |  |  |  |  |  |
| **10** |  |  |  |  |  |  |  |  |
| **11** |  |  |  |  |  |  |  |  |
| **12** |  |  |  |  |  |  |  |  |
| **13** |  |  |  |  |  |  |  |  |
| **14** |  |  |  |  |  |  |  |  |
| **15** |  |  |  |  |  |  |  |  |
| **16** |  |  |  |  |  |  |  |  |
| **17** |  |  |  |  |  |  |  |  |
| **18** |  |  |  |  |  |  |  |  |
| **19** |  |  |  |  |  |  |  |  |
| **20** |  |  |  |  |  |  |  |  |
| **21** |  |  |  |  |  |  |  |  |
| **22** |  |  |  |  |  |  |  |  |
| **23** |  |  |  |  |  |  |  |  |
| **24** |  |  |  |  |  |  |  |  |
| **25** |  |  |  |  |  |  |  |  |
| **Totals** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 1. Annual Routine O&M Price (A) for use on Form N-4.1 |

**Form N-4.4**

**Routine Operations and maintenance PRICE Breakdown – additional scope component 2**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

**(all figures are in April 2014 U.S. dollars)**

| **YEAR** | **Roadway**  | **Bridges** | **Drainage Facilities** | **Noise and Retaining Walls** | **Signs and Traffic Control** | **Incident Response** | **Miscellaneous Items** | **Annual Routine O&M Price (A) 1** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** |  |  |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |  |  |
| **6** |  |  |  |  |  |  |  |  |
| **7** |  |  |  |  |  |  |  |  |
| **8** |  |  |  |  |  |  |  |  |
| **9** |  |  |  |  |  |  |  |  |
| **10** |  |  |  |  |  |  |  |  |
| **11** |  |  |  |  |  |  |  |  |
| **12** |  |  |  |  |  |  |  |  |
| **13** |  |  |  |  |  |  |  |  |
| **14** |  |  |  |  |  |  |  |  |
| **15** |  |  |  |  |  |  |  |  |
| **16** |  |  |  |  |  |  |  |  |
| **17** |  |  |  |  |  |  |  |  |
| **18** |  |  |  |  |  |  |  |  |
| **19** |  |  |  |  |  |  |  |  |
| **20** |  |  |  |  |  |  |  |  |
| **21** |  |  |  |  |  |  |  |  |
| **22** |  |  |  |  |  |  |  |  |
| **23** |  |  |  |  |  |  |  |  |
| **24** |  |  |  |  |  |  |  |  |
| **25** |  |  |  |  |  |  |  |  |
| **Totals** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 1. Annual Routine O&M Price (A) for use on Form N-4.2 |

**Form N-4.5**

**Renewal - Other PRICE Breakdown – additional scope component 1**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

**(all figures are in April 2014 U.S. dollars)**

| **YEAR** | **Drainage Facilities** | **Noise Walls and Retaining Walls** | **Traffic Control** | **Embankment and Cut Slopes** | **Miscellaneous Maintenance Items** | **Annual Renewal - Other Price (E)1** |
| --- | --- | --- | --- | --- | --- | --- |
| **1** |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |
| **6** |  |  |  |  |  |  |
| **7** |  |  |  |  |  |  |
| **8** |  |  |  |  |  |  |
| **9** |  |  |  |  |  |  |
| **10** |  |  |  |  |  |  |
| **11** |  |  |  |  |  |  |
| **12** |  |  |  |  |  |  |
| **13** |  |  |  |  |  |  |
| **14** |  |  |  |  |  |  |
| **15** |  |  |  |  |  |  |
| **16** |  |  |  |  |  |  |
| **17** |  |  |  |  |  |  |
| **18** |  |  |  |  |  |  |
| **19** |  |  |  |  |  |  |
| **20** |  |  |  |  |  |  |
| **21** |  |  |  |  |  |  |
| **22** |  |  |  |  |  |  |
| **23** |  |  |  |  |  |  |
| **24** |  |  |  |  |  |  |
| **25** |  |  |  |  |  |  |
| **Totals** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 1. Annual Renewal-Other Price (E) for use on Form N-4.1 |

**Form N-4.6**

**Renewal - Other PRICE Breakdown – additional scope component 2**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

**(all figures are in April 2014 U.S. dollars)**

| **YEAR** | **Drainage Facilities** | **Noise Walls and Retaining Walls** | **Traffic Control** | **Embankment and Cut Slopes** | **Miscellaneous Maintenance Items** | **Annual Renewal - Other Price (E)1** |
| --- | --- | --- | --- | --- | --- | --- |
| **1** |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |
| **6** |  |  |  |  |  |  |
| **7** |  |  |  |  |  |  |
| **8** |  |  |  |  |  |  |
| **9** |  |  |  |  |  |  |
| **10** |  |  |  |  |  |  |
| **11** |  |  |  |  |  |  |
| **12** |  |  |  |  |  |  |
| **13** |  |  |  |  |  |  |
| **14** |  |  |  |  |  |  |
| **15** |  |  |  |  |  |  |
| **16** |  |  |  |  |  |  |
| **17** |  |  |  |  |  |  |
| **18** |  |  |  |  |  |  |
| **19** |  |  |  |  |  |  |
| **20** |  |  |  |  |  |  |
| **21** |  |  |  |  |  |  |
| **22** |  |  |  |  |  |  |
| **23** |  |  |  |  |  |  |
| **24** |  |  |  |  |  |  |
| **25** |  |  |  |  |  |  |
| **Totals** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 1. Annual Renewal- Other Price (E) for use on Form N-4.2 |

**Form N-4.7**

**Pavement Renewal PRICE Breakdown – additional scope component - 1**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

| **YEAR2** | **Quantity in Square Yards** | **Pavement Renewal Price / Available Annual Draw Amountin** **April 2014 U.S. dollars (C)1** |
| --- | --- | --- |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |
| **6** |  |  |
| **7** |  |  |
| **8** |  |  |
| **9** |  |  |
| **10** |  |  |
| **11** |  |  |
| **12** |  |  |
| **13** |  |  |
| **14** |  |  |
| **15** |  |  |
| **16** |  |  |
| **17** |  |  |
| **18** |  |  |
| **19** |  |  |
| **20** |  |  |
| **21** |  |  |
| **22** |  |  |
| **23** |  |  |
| **24** |  |  |
| **25** |  |  |
| **Total** | **$0.00** |
| 1. Pavement Renewal Price (C) for use on Form N-4.1. |

**Form N-4.8**

**Pavement Renewal PRICE Breakdown – additional scope component - 2**

**SH 183 Managed Lanes Project**

**Texas Department of Transportation**

| **YEAR** | **Quantity in Square Yards** | **Pavement Renewal Price / Available Annual Draw Amountin** **April 2014 U.S. dollars (C)1** |
| --- | --- | --- |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |
| **6** |  |  |
| **7** |  |  |
| **8** |  |  |
| **9** |  |  |
| **10** |  |  |
| **11** |  |  |
| **12** |  |  |
| **13** |  |  |
| **14** |  |  |
| **15** |  |  |
| **16** |  |  |
| **17** |  |  |
| **18** |  |  |
| **19** |  |  |
| **20** |  |  |
| **21** |  |  |
| **22** |  |  |
| **23** |  |  |
| **24** |  |  |
| **25** |  |  |
| **Total** | **$0.00** |
| 1. Pavement Renewal Price (C) for use on Form N-4.2. |

FORM O

CERTIFICATION REGARDING NTTA COMMUNICATIONS

 (SH 183 MANAGED LANES)

Pursuant to ITP Exhibit B, Section 3.2.10, the Proposer hereby certifies, represents and warrants to TxDOT that from September 3, 2013 through the Proposal Due Date, it has not had any communications with the NTTA regarding the SH 183 Managed Lanes Project, including the procurement and services potentially to be provided by NTTA, except as expressly authorized by and in accordance with the procedures set forth in Section 2.2.3 of the ITP.

The statements, representations, warranties and certification set forth herein shall survive the submittal of the Proposal on the Project, any cancellation of this procurement, any conditional award, and, if the Proposer is not selected, the execution of any Development Agreement with the selected Proposer in connection therewith.

Executed as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Proposer]

By:
Title:

FORM P

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

*[To be executed by the Proposer, Major Participants and proposed Subcontractors]*

The undersigned certifies on behalf of , that:
 *(Name of entity making certification)*

*[check one of the following boxes]*

🞎 It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

🞎 It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

🞎 It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Order 10925, 11114 or 11246.

🞎 It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Order 10925, 11114 or 11246 and, 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.

 Signature:

 Title:

 Date:

 If not Proposer, relationship to Proposer:

*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 Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts 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.

Proposal, Major Participants and proposed Subcontractors who have participated in a previous contract 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.

FORM Q

GUARANTOR COMMITMENT LETTER

 [Date]

Dan H. Peden, P.E.

Texas Department of Transportation
4777 E. Highway 80
Mesquite, Texas 75150

RE: Guarantor Commitment to Provide Guaranty for the SH 183 Managed Lanes Project

Dear Mr. Peden:

\_\_\_\_\_\_\_\_\_\_\_[*Insert name of entity providing the guaranty*], hereinafter “Guarantor,” is \_\_\_\_\_\_\_\_\_\_\_[*describe relationship to Proposer*]. This commitment letter is provided on behalf of \_\_\_\_\_\_\_\_[*insert name of Proposer*] in connection with its proposal for the Development Agreement (the “Agreement”) for the SH 183 Managed Lanes Project (“Project”). Guarantor hereby irrevocably agrees to provide a guaranty, guaranteeing all the obligations of the Developer with respect to [the Work][(a) the D&C Work under the Contract Documents and (b) the O&M Work under the Contract Documents solely to the extent the O&M Guaranty is not in effect or does not satisfy the requirements of Section 8.4 of the Agreement as of the Substantial Completion Date and solely until an O&M Guaranty approved by TxDOT is provided in accordance with Section 8.4 of the Agreement][the O&M Work]*[Insert appropriate reference for type of guaranty provided]* in the form of Exhibit [13-1][13-2][13-3]*[Insert appropriate reference for type of guaranty provided]* to the Agreement. This commitment is subject only to award and execution of the Agreement by TxDOT and \_\_\_\_\_\_\_\_[*insert name of Proposer*].

 Sincerely,

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 [Title]

[*Attach evidence of authorization of the signatory to the letter, which may include a Power of Attorney signed by an authorized individual of the entity or other authority, as evidenced by the partnership agreement, joint venture agreement, corporate charter, bylaws or resolution.*]

**FORM R

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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: \_\_\_\_\_\_\_\_\_\_, 201\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**FORM S**

**Certification Regarding Ineligible Contractors**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER**

**INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS**

# FINANCED IN PART BY THE U.S. GOVERNMENT

|  |  |  |
| --- | --- | --- |
| I, |  | hereby certify that |
|  | (Name and title of Certifying Officer) |  |
|  | and Subcontractors |
| (Names of Developer and Major Participants) |  |

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or from participation in the Project;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If any Developer, Major Participant or Subcontractor is unable to certify to any of the statements in this certification, such prospective Developer, Major Participant or Subcontractor shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 *et seq*. (Administrative Remedies for False Claims and Statements) are applicable hereto.

|  |  |
| --- | --- |
| Name of Developer |  |
| Street Address of Developer |  |
| City, State, Zip |  |
| Telephone Number of Developer |  |
| Signature of Certifying Officer |  |
| Date |  |

***Note:*** The above certification merely certifies that a Proposer and its Subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.

FORM T

RFP Comment Form

Proposer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Comment Sheet\_ of \_\_\_\_\_\_\_\_\_\_ Sheets

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Document and Section Number** | **Category** | **Comment(s)** | **Reserved for TxDOT Response** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

FORM U

benchmark RATE submittal Form

**Part I (to be completed by all Proposers):**

Proposer hereby elects (select only one):

□ to utilize the market interest rate adjustment; or

□ **not** to utilize the market interest rate adjustment.

**Part I (to be completed solely by Proposers electing to utilize the market interest rate adjustment):**

**Benchmark Rates:**

**FLOATING RATE DEBT**:

|  |  |  |  |
| --- | --- | --- | --- |
| **Debt Facility** | **Total Facility Amount** | **Benchmark Index** | **Benchmark Rate (%)** |
| [#name, facility #1] |  |  |  |
| [#name, facility #2]*[Insert additional rows as needed]* |  |  |  |

**FIXED RATE DEBT**:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Maturity** | **Amount** | **Benchmark Index**  | **Base Interest Rate (%)** | **Assumed Rating** |
|  |  |  |  |  |
| *[Insert additional rows as needed]* |  |  |  |  |

Proposer:

Date: , 2014