

Exhibit 1

DEFINITIONS AND ACRONYMS

“Addenda/Addendum” means supplemental additions, deletions, and modifications to the provisions of the RFP after the release date of the RFP.

“ADOT State Engineer” means the individual serving in the position of state engineer for ADOT pursuant to Arizona Revised Statutes, section 28-6921, and appointed by the ADOT Director as the ADOT Deputy Director of Transportation.

“Alternative Technical Concepts” or **“ATCs”** means the concepts described in ITP Section 3.1.

“Arizona Department of Transportation” or **“ADOT”** means the Arizona Department of Transportation, an agency of the State of Arizona.

“Authorized Representative” has the meaning set forth in ITP Section 2.2.1.

“Best Value” means evaluation and selection of Proposals based on consideration of price and other key factors.

“Buy America” means the Buy America requirements set forth in 23 CFR 635.410.

“Closing Documents” has the meaning set forth in ITP Section 6.1.2.

“Conditional Award” means issuance of notification from the Authorized Representative to the Proposers of the decision on rankings, on the Preferred Proposer, and on intended award of the DBM Agreement.

“Contract Documents” means the “Contract Documents” defined in Section 1.2 of the DBM Agreement, some of which are set forth in Volume II of the ITP.

“D&C Payment Bond” means a bond in the form of Exhibit 9-2 to the ITP.

“D&C Performance Bond” means a bond in the form of Exhibit 9-1 to the ITP.

“D&C Price” means the total price for the D&C Work from the bottom of Form M-2 of Exhibit 5 to the ITP.

“DBE Goals” means the ADOT goals for Disadvantaged Business Enterprise participation on the Project set forth in ITP Section 1.10.3.

“DBM” means design-build-maintain.

“DBM Agreement” means the Design-Build-Maintain Agreement, as further set forth in Volume II of the RFP.

“DEIS” means the draft environmental impact statement for the Project, as further described in ITP Section 1.5.1.

“Detailed Pricing Documents” or **“DPDs”** has the meaning set forth in ITP Section 5.12.4.

“Developer” means the entity identified in the successful Proposal to enter into the DBM Agreement and design, construct and maintain the Project.

“Design & Construction Price” or **“D&C Price”** has the meaning set forth in Section 3.1 of Exhibit 4 to the ITP.

“Equity Member” means (a) each entity with a direct interest in the Proposer (whether as a member, partner, joint venture member, or otherwise), (b) each entity proposed to have a direct interest in Developer (whether as a member, partner, joint venture member, or otherwise), and (c) each entity that will have an indirect interest in the Proposer or Developer through one or more intermediaries. Notwithstanding the foregoing, if the Proposer is a publicly traded company, shareholders with less than a 10% interest in the Proposer shall not be considered Equity Members.

“Evaluation and Recommendation Committee” or **“ERC”** means either the Financial Evaluation and Recommendation Committee or the Technical Evaluation and Recommendation Committee.

“Executive Summary” means the executive summary meeting the requirements of A.R.S. section 28-7707(B) and submitted with the Technical Proposal providing the information requested in Section 3.1 of Exhibit 2 to the ITP.

“Factored Annual Maintenance Price” has the meaning set forth in ITP Section 5.6.

“FEIS” means the final environmental impact statement for the Project, as further described in ITP Section 1.5.1.

“Financial Evaluation and Recommendation Committee” or **“FERC”** means the committee that performs the responsiveness and pass-fail review of the Financial Proposals and Price Proposals, and evaluates the Price Proposals, for recommendation to the Selection Official as set forth in ITP Section 5.1.

“Financial Proposal” means the financial information included in a Proposal submitted by a Proposer providing the information requested in Exhibit 3 of the ITP.

“Financial Proposal Advisory Group” or **“FPAG”** means the advisory group ADOT forms to perform initial review of the Financial Proposals and Price Proposals and to assist the Financial Proposal Evaluation Committee.

“Instructions to Proposers” or **“ITP”** means the documents, including exhibits and forms, included in the RFP as Volume I, containing directions for the preparation and submittal of information by the Proposers in response to the RFP.

“Key Personnel” means the individuals designated by a Proposer in its SOQ or pursuant to ITP Section 2.10.

“Key Professional Services Firm” means each firm, other than an Equity Member or Major Non-Equity Member, that will provide engineering, architectural, surveying, planning, quality assurance, ROW acquisition, appraisal, and/or other professional services for development of the Project valued at \$5 million or more.

“Last Allowable Date for Final Acceptance” means the date so indicated on Form O of Exhibit 5 to the ITP.

“Last Allowable Date for Substantial Completion” means the date so indicated on Form O of Exhibit 5 to the ITP.

“Lead Engineering Firm” means the member of the Proposer team, whether a single entity or joint venture, primarily responsible for the design and engineering of the Project. The Lead Engineering Firm will be the Developer’s engineering firm of record with primary responsibility for design work under the DBM Agreement.

“Lead Maintenance Firm” means the member of the Proposer team, whether a single entity or joint venture, primarily responsible for performance of the maintenance services for the Project.

“Lead Subcontractor” means the member of the Proposer team, whether a single entity or joint venture, primarily responsible for the construction of the Project.

“Legal Advisory Group” means the group of ADOT’s legal counsel who will assist and advise ADOT with respect to execution of the Proposal evaluation and scoring process.

“Maintenance NTP” means a fourth notice to proceed with maintenance of the Project as described in ITP Section 1.6.3.

“Maintenance Price” means the sum of the total numbers calculated in column F of Form N-1.1 and in column J of Form N-1.2 of Exhibit 5 to the ITP.

“Major Non-Equity Member” means the following members of the Proposer team, if such team members are not Equity Members:

- (a) the Lead Engineering Firm (if a consortium, partnership or any other form of a joint venture, all such members);
- (b) the Lead Subcontractor (if a consortium, partnership or any other form of a joint venture, all such members);
- (c) any firm, other than the Lead Subcontractor, that will be responsible for 20% or more of the construction work on the Project; and
- (d) the Lead Maintenance Firm (if a consortium, partnership or any other form of a joint venture, all such members).

“Maximum Allowable Cumulative Draw” means the schedule of maximum cumulative progress payments of the D&C Price set forth in Exhibit 6 to the DBM Agreement and in column F of ITP Form M-2.

“NTP 1” means an initial notice to proceed with certain Work as described in ITP Section 1.6.3.

“NTP 2” means a second notice to proceed with design and construction Work, except construction and other ground disturbing Work in the Center Segment, as described in ITP Section 1.6.3.

“NTP 3” means a third notice to proceed with construction and other ground-disturbing Work in the Center Segment as described in ITP Section 1.6.3.

“OJT” means on-the-job training for minorities, women, veterans and disadvantaged individuals.

“OJT Goals” means the ADOT goals for on-the-job training on the Project for minorities, women, veterans and disadvantaged individuals set forth in ITP Section 1.10.8.

“Post-Selection Deliverables” has the meaning set forth in ITP Section 5.12.

“Preferred Proposer” means the best value Proposer, as evidenced by being the highest scoring Proposer based on the best value determination pursuant to ITP Section 5.2, or any next most highly ranked Proposer, and so on, with whom ADOT elects to conduct negotiations.

“Preliminary Aesthetics and Landscape Master Plan” is the preliminary plan for aesthetics and landscape for the Project required to be submitted with the Proposal and meeting the requirements set forth in Section 4.1.3.5 of Exhibit 2 to the ITP.

“Preliminary ATCs” means preliminary concepts described in ITP Section 3.3.

“Preliminary DBE Utilization Plan” is the preliminary plan for utilizing DBEs required to be submitted with the Proposal and meeting the requirements set forth in Section 4.2.7.2 of Exhibit 2 to the ITP.

“Preliminary Environmental Management Plan” is the preliminary plan for achieving compliance with environmental laws, permits and approvals, including the environmental mitigation measures adopted with the ROD, required to be submitted with the Proposal and meeting the requirements set forth in Section 4.2 of Exhibit 2 to the ITP.

“Preliminary Maintenance Management Plan” is the preliminary plan for maintaining the Project required to be submitted with the Proposal and meeting the requirements set forth in Section 4.2 of Exhibit 2 to the ITP.

“Preliminary OJT Utilization Plan” is the preliminary plan for on-the-job training required to be submitted with the Proposal and meeting the requirements set forth in Section 4.2.7.6 of Exhibit 2 to the ITP.

“Preliminary Project Baseline Schedule” is the time-scaled, Critical Path network that depicts Project sections, Project milestones, and subordinate activities and their respective durations, sequencing, and interrelationships that represent the Proposer’s Work plan for designing, constructing, and completing the Project, required to be submitted with the Proposal and meeting the requirements set forth in Section 4.2.2 of Exhibit 2 to the ITP.

“Preliminary Project Management Plan – Project Administration Chapter” is the preliminary plan for managing and administering the Project required to be submitted with the Proposal and meeting the requirements set forth in Section 4.2.1 of Exhibit 2 to the ITP.

“Preliminary Quality Management Plan” is the preliminary plan for managing the quality of the Work required to be submitted with the Proposal and meeting the requirements set forth Section 4.3 of Exhibit 2 to the ITP.

“Preliminary ROW Activity Plan” is the preliminary plan for meeting right-of-way performance requirements and performing right-of-way services for the Project required to be submitted with the Proposal and meeting the requirements set forth in Section 4.2.3 of Exhibit 2 to the ITP.

“Preliminary Safety Management Plan” is the preliminary plan for ensuring the safety of workers and the public during Project construction required to be submitted with the Proposal and meeting the requirements set forth Section 4.2.6 of Exhibit 2 to the ITP.

“Pre-Proposal Submittal” has the meaning set forth in ITP Section 2.4.

“Price Proposal” means the price offer included in the Proposal submitted by a Proposer consisting of the items set forth in Exhibit 4 of the ITP.

“Price Score” has the meaning set forth in ITP Section 5.2.1.

“Price Value” has the meaning set forth in ITP Section 5.6.

“Procurement Advisory Group” or **“PAG”** means either the Technical Procurement Advisory Group or the Financial Procurement Advisory Group.

“Project Delivery Approach” means the portion of the Technical Proposal providing the information requested in Section 4.2 of Exhibit 2 to the ITP.

“Project Development Plan” means the Technical Proposal described in Section 4.0 of Exhibit 2 to the ITP, consisting of the Technical Approach, Project Delivery Approach and Quality Management Approach.

“Proposal” means the original documents submitted by a Proposer in response to the RFP, as further described in ITP Section 1.8.1.

“Proposal Bond” means a bond to secure the obligations of a Proposer under the ITP, as more particularly described in ITP Section 4.4.1.

“Proposal Due Date” means the deadline for submission of the Proposals identified in ITP Section 1.7.

“Proposal Letter” means the letter to be submitted with each Proposal in the form of Form A of Exhibit 5 to the ITP.

“Proposal Letter of Credit” means a letter of credit to secure the obligations of a Proposer under the ITP, as more particularly described in ITP Section 4.4.2.

“Proposal Revisions” have the meaning set forth in ITP Section 5.9.

“Proposal Security” means either a Proposal Bond or a Proposal Letter of Credit.

“Proposer” means an entity that ADOT shortlisted for competing for the Project based on ADOT’s evaluation of SOQs delivered to ADOT on December 10, 2014, in response to the RFQ.

“Proposer’s Schematic Design” means the portion of the Technical Proposal providing the information requested in Section 4.1.1 of Exhibit 2 to the ITP.

“Quality Management Approach” means the portion of the Technical Proposal providing the information requested in Section 4.3 of Exhibit 2 to the ITP.

“Request for Proposals” or **“RFP”** means the set of documents identifying the Project and the work to be performed and materials to be furnished in response to which a Proposal may be submitted by a Proposer. The RFP includes the ITP, Contract Documents and Reference Information Documents. The RFP is issued only to Proposers that have been shortlisted following SOQ review.

“Request for Qualifications” or **“RFQ”** means ADOT’s Request for Qualifications for the Project issued on October 15, 2014, as amended.

“Retained Parcels” means the parcels for which ADOT will retain responsibility for acquisition, relocation and demolition work, as more specifically identified in the Acquisition/Relocation Status Report contained in the Reference Information Documents as the same may be updated with the last Addendum to the RFP.

“ROD” means the record of decision that the FHWA published for the Project, as further described in ITP Section 1.5.1.

“Selection Official” means the ADOT official who will make the ranking and best value determinations and select the Preferred Proposer, subject to ratification by the ADOT State Engineer.

“Small Business Concern” or **“SBC”** has the meaning set forth in ITP Section 1.10.6.

“SOQ” means the statement of qualifications submitted by a Proposer to ADOT pursuant to the RFQ, including all clarifications thereto submitted in response to requests by ADOT.

“Stakeholder” means (a) parties, other than ADOT, that may have a stake in the Project by virtue of their location or funding, including the Maricopa Association of Governments, the City of Phoenix, the Gila River Indian Community (which includes all associated units of government, businesses and enterprises, as well as all property owners and lessees within its jurisdiction), the Salt River Pima-Maricopa Indian Community (which includes all associated units of government, businesses and enterprises, as well as all property owners and lessees within its jurisdiction), business and property owners associated with the Project, Utility Owners with facilities associated with the Project, Union Pacific Railroad, and (b) state and federal Governmental Entities with jurisdiction over the Project, such as U.S. Army Corps of Engineers, Federal Highway Administration, and U.S. Fish and Wildlife Service. For purposes of ITP Section 2.2.3(e), the Arizona Department of Public Safety and any other public law enforcement agency (other than the City of Phoenix police) with jurisdiction to provide traffic patrol, traffic law enforcement and other police and public safety services in accordance with applicable laws and agreements with State and local agencies will not be considered Stakeholders.

“Stipend Agreement” means the agreement between Proposer and ADOT set forth as ITP Exhibit 10 that governs the payment for work product and use of the Proposer’s work product, if unsuccessful, in accordance with ITP Section 6.3.

“Surety” means the individual or entity committing to provide any of the bonds identified in the RFP.

“Technical Approach” means the portion of the Technical Proposal providing the information requested in Section 4.1 of Exhibit 2 to the ITP.

“Technical Evaluation and Recommendation Committee” or **“TERC”** means the committee that performs the responsiveness and pass-fail review of the Technical Proposals, and evaluates the Technical Proposals, for recommendation to the Selection Official as set forth in ITP Section 5.1.

“Technical Proposal” means all of the documents, certifications and information required to be submitted pursuant to Exhibit 2 to the ITP.

“Technical Proposal Advisory Group” or **“TPAG”** means the advisory group ADOT forms to perform initial review of the Technical Proposals and to assist the Technical Proposal Evaluation Committee.

“Technical Score” has the meaning set forth in ITP Section 5.2.2.

“Total Proposal Score” has the meaning set forth in ITP Section 5.2.

“Work Product” has the meaning set forth in ITP Section 6.3 and in Section 1(b)(i) of Exhibit 10 to the ITP.

For definitions of other initially capitalized terms and for acronyms, see Exhibit 1 to the DBM Agreement.

Exhibit 2

TECHNICAL PROPOSAL INSTRUCTIONS

SECTION 1 GENERAL INSTRUCTIONS

This Exhibit 2 describes the submission format for Technical Proposals and outlines the required information that will comprise a Technical Proposal.

Proposer shall submit the information required by this Exhibit 2 in the organization and format specified herein. The Technical Proposal shall be organized in the order listed in Exhibit 6, and shall be clearly indexed. Each component of the Technical Proposal shall be clearly titled and identified.

All forms named herein are found in Exhibit 5, unless otherwise noted. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

SECTION 2 FORMAT

The Technical Proposal shall be limited to the aggregate number of pages indicated in Exhibit 6, plus the executive summary, resumes, appendices and exhibits containing required forms, graphs, matrices, schedule, drawings and other pertinent data. Page limits for each element of the Technical Proposal may be found in Exhibit 6.

SECTION 3 CONTENTS OF THE TECHNICAL PROPOSAL

The required contents and organization of the Technical Proposal are presented in this Exhibit 2 and summarized in the Format and Organization of Proposal and Pre-Proposal Submittals provided in Exhibit 6. Proposers are to provide all the information set out in this Exhibit 2. A copy of the Exhibit 6 checklist for the Technical Proposal shall be included in the Technical Proposal. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

The Technical Proposal shall consist of the following major elements:

- a) Executive Summary;
- b) Proposer Information, Certifications and Documents (including required Forms A, B (Parts 1 through 5), C, D, E, F, H-1, H-2, H-3, H-4, H-5, H-6, H-7, H-8, I-1, I-2, J, O, P, Q, R, and S);
- c) Project Development Plan; and
- d) Appendices

3.1 Executive Summary

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds

to become familiar with Proposer's Proposal and Proposer's ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall not include any information regarding pricing or cost information, or other confidential or proprietary information or trade secrets that the Proposer intends to be exempt from disclosure. It shall, at a minimum, include the following:

- a) An explanation of the organization and contents of the Proposal.
- b) A summary of any changes to Proposer's SOQ.
- c) A summary of any changes in Proposer's organization, in accordance with ITP Section 2.10.
- d) A summary of the proposed management, decision making, and day-to-day operation structure of Proposer, and a statement that each Equity Member and Major Non-Equity Member has committed to provide the specified people;
- e) A summary of the Project Development Plan, which shall include: (i) Technical Approach summary; (ii) Project Delivery Approach summary; and (iii) Preliminary Quality Management Plan summary; and
- f) A summary of the Proposer's approach to satisfying the DBE and OJT requirements.

3.2 Proposer Information, Certifications and Documents

3.2.1 Proposal Letter

The Proposal shall include the Proposal Letter (Form A). Proposer shall attach to the Proposal Letter the documents and information described in the section entitled "Additional Information To Be Provided With Proposal Letter" of Form A.

3.2.2 Proposer's Organization Information

The Proposal shall include a completed Proposer Team Summary and Certification chart on Form B, Part 1, including the names and contact information for Proposer and Developer, including Equity Members, Major Non-Equity Members, Guarantor(s), Major Professional Services Firms and other Subcontractors, except other Subcontractors that have a contract price, per Subcontractor, less than 1% of the total D&C Price (if performing D&C Work) or less than 1% of the total Maintenance Price (if performing Maintenance Services).

The Proposal shall include Team Member Information, Form B, Part 2, for the Proposer, Developer, each Equity Member, each Major Non-Equity Member, each Guarantor, each Major Professional Services Firm, each Key Subcontractor and other Subcontractors, except other Subcontractors that have a contract price, per Subcontractor, less than 1% of the total D&C Price (if performing D&C Work) or less than 1% of the total Maintenance Price (if performing Maintenance Services).

The Proposal shall include completed Form B, Part 3 identifying Changes in Proposer's Organization and Key Personnel, pursuant to ITP Section 2.10. The Proposal shall also include the required attachments of Form B, Part 3.

The Proposal shall include completed Form B, Part 4 indicating Licenses and Registrations for each Equity Member, Major Non-Equity Member, Major Professional

Services Firm, other identified Subcontractors, except other Subcontractors that have a contract price, per Subcontractor, less than 1% of the total D&C Price (if performing D&C Work) or less than 1% of the total Maintenance Price (if performing Maintenance Services), and Key Personnel. The Proposal shall also include the required attachments of Form B, Part 4.

The Proposal shall include completed Form B, Part 5 regarding Surety Information.

3.2.3 Certification / Questionnaire

The Proposal shall include Form C, the Certification / Questionnaire, signed by Proposer, each Major Equity Member and Major Non-Equity Member. Use a separate Form C for each entity. The Proposal shall also include the required attachments of Form C.

3.2.4 Updated Industrial Safety Record for Construction Work

The Proposal shall include an updated industrial safety record on Form D for each Equity Member and each Major Non-Equity Member of Proposer's team that will perform or supervise installation and/or construction work on the Project. Use a separate Form D for each entity. If any such entity does not have an industrial safety history (for example if the firm is newly formed), Form D is not required for such entity, but a statement shall be provided explaining why the form is not included.

3.2.5 Key Personnel

3.2.5.1 Key Personnel Information

See ITP Section 2.10 for information on ADOT approval of changes in Key Personnel. The Proposal shall include Form E identifying personnel work assignments, as well as signed commitments of availability.

Refer to the Contract Documents, as applicable, for information regarding time commitment requirements for Key Personnel and ADOT's rights if it determines that any such personnel are not devoting sufficient time to the prosecution and performance of the Work required for the Project. Proposer may not make any changes in its Key Personnel except as specified in ITP Section 2.10 or, after award, as specified in Section 9.6 of the DBM Agreement.

3.2.5.2 General Responsibilities of Key Personnel

- Project Manager. See Section GP 110.08.2.1 of the Technical Provisions for a description of the Project Manager's general responsibilities.
- Construction Manager. See Section GP 110.08.2.2 of the Technical Provisions for a description of the Construction Manager's general responsibilities.
- Design Manager. See Section GP 110.08.2.3 of the Technical Provisions for a description of the Design Manager's general responsibilities.
- Quality Manager. See Section GP 110.08.2.4 of the Technical Provisions for a description of the Quality Manager's general responsibilities.
- Safety Manager. See Section GP 110.08.2.5 of the Technical Provisions for a description of the Safety Manager's general responsibilities.

- Public Relations Officer. See Section GP 110.08.2.6 of the Technical Provisions for a description of the Public Relations Officer's general responsibilities.
- ROW Acquisition Manager. See Section GP 110.08.2.7 of the Technical Provisions for a description of the ROW Acquisition Manager's general responsibilities.
- Utility Adjustment Coordinator. See Section GP 110.08.2.8 of the Technical Provisions for a description of the Utility Adjustment Coordinator's general responsibilities.
- Environmental Compliance Manager. See Section GP 110.08.2.9 of the Technical Provisions for a description of the Environmental Compliance Manager's general responsibilities.
- Maintenance Manager. See Section GP 110.08.2.10 of the Technical Provisions for a description of the Maintenance Manager's general responsibilities.
- DBE/OJT Outreach and Compliance Manager. See Section GP 110.08.2.11 of the Technical Provisions for a description of the DBE/OJT Outreach and Compliance Manager's general responsibilities.

3.2.6 Non-Collusion Affidavit

The Technical Proposal shall include Form F, certifying that the Proposal is not the result of and has not been influenced by collusion.

3.2.7 DBE and OJT Requirements

See ITP Section 1.10 for information on DBE and OJT requirements. See Sections 4.2.7.2 and 4.2.7.3 for inclusion of the following forms in the Preliminary DBE Utilization Plan and the Preliminary OJT Utilization Plan.

The Proposal shall include a DBE Assurance & Project Goal Declaration (Form H-1) confirming that Proposer will meet or exceed the DBE Goals or will make Good Faith Efforts to do so.

The Proposal shall include a Record of Past DBE Performance (Form H-2) for each Equity Member and Major Non-Equity Member that has acted as a prime consultant or contractor on a federal-aid project. Use a separate Form H-2 for each entity.

The Proposal shall include a List of Currently Identified/Named Professional Services DBE Subcontractors (Form H-3) for all Professional Services DBEs on the Project.

The Proposal shall include a List of Currently Identified/Named Construction DBE Subcontractors (Form H-4) for all Construction Work DBEs already identified/named to work on the Project.

The Proposal shall include a DBE Subcontractor Intent to Participate (Form H-5) for each of the firms identified in Forms H-3 and H-4. Use a separate Form H-5 for each entity.

The Proposal shall include an Identified Scope Items for Future Professional Services DBE Participation (Form H-6).

The Proposal shall include an Identified Scope Items for Future Construction DBE Participation (Form H-7).

The Proposal shall include a Bidder's List of All Subcontractors, Suppliers, Service Providers and Manufacturers (Form H-8).

The Proposal shall include an OJT Assurance & Training Goal Declaration (Form I-1).
The Proposal shall include a Record of Past OJT Performance (Form I-2) for each Equity Member and Major Non-Equity Member that has acted as a prime consultant or contractor on a federal-aid project. Use a separate Form I-2 for each entity.

3.2.8 Organizational Conflict of Interest Disclosure

See ITP Section 7.0 for information on Organizational Conflicts of Interest. The Proposal shall include a Conflict of Interest Disclosure Statement (Form J).

3.2.9 Substantial Completion and Final Acceptance Deadlines

Proposer shall include completed Baseline Substantial Completion and Baseline Final Acceptance Dates in Form O.

3.2.10 Certification Regarding Equal Employment Opportunity

The Proposal shall include an Equal Employment Opportunity Certification (Form P) for the Proposer, each Equity Member, each Major Non-Equity Member and known Subcontractors. Use a separate Form P for each entity.

3.2.11 Certification Regarding Use of Contract Funds for Lobbying

The Price Proposal shall include Form Q to be executed by the Proposer, Equity Members and Major Non-Equity Members.

3.2.12 Certification Regarding Ineligible Contractors

The Proposal shall include a Certification Regarding Ineligible Contractors (Form R).

3.2.13 Certification Regarding Buy America

The Proposal shall include a Buy America Certification (Form S).

3.2.14 Evidence of Ability to Obtain and Maintain Insurance

Proposer shall include written evidence from an insurance company, broker, agent or advisor expressly indicating that Proposer (and Developer) will be able to obtain and maintain the insurance types and amounts required by the DBM Agreement and can do so under the terms, and subject to the conditions, specified in Article 11 and Exhibit 14 of the DBM Agreement. For guidance, see ITP Section 5.3.2(h).

3.2.15 Stipend Agreement

Proposer, at its option, may submit two sets of an executed Stipend Agreement in the form of Exhibit 10. Proposers are advised that such sets must be submitted before submission of the Technical Proposal, by no later than the date set forth in ITP Section 1.7, in order to be eligible for a stipend payment.

SECTION 4 PROJECT DEVELOPMENT PLAN

Proposer shall submit a Project Development Plan which shall consist of the following components:

- Technical Approach ([Section 4.1](#))
- Project Delivery Approach ([Section 4.2](#))
- Preliminary Quality Management Plan ([Section 4.3](#))

The submittal requirements for each component of the Project Development Plan are described in the following sections.

4.1 Technical Approach

The Technical Approach section of the Technical Proposal shall describe Proposer's approach to implementing the design, construction and maintenance Work and shall include the elements set forth in this section.

The Proposer's Schematic Design as required in [Section 4.1.1](#) shall be included as Appendix 1-A to the Technical Proposal and shall include the following information with respect to approved ATCs:

- a) specifically state whether any approved ATCs are included in the Proposal, with reference to the ATC identification number assigned by ADOT;
- b) identify the location of each included ATC, using the ATC identification number; and
- c) describe how the ATC is used and provide cross-references to other elements of the Proposal that are affected by the ATC.

In addition, Proposer shall provide, in an Appendix 1-B to the Technical Proposal, copies of ATC approval letters issued by ADOT for each ATC (if any) incorporated into the Proposal. Pricing information provided in the ATC approval letters, including ATC adjustments of base scope price (if any) shall be redacted. The ATC approval letters will not be counted toward the page limit for the Technical Proposal set forth in [Section 2.0](#) to this [Exhibit 2](#).

4.1.1 Proposer's Schematic Design

The Proposer's Technical Approach shall include plans/profile sheets or roll plots and narrative descriptions identified in this [Section 4.1.1](#) relevant to Proposer's proposed approach.

Proposer's Technical Approach shall clearly identify the work to be completed by Developer. Changes in alignments or other elements proposed by Proposer's Technical Approach, to the extent they will require an evaluation for compliance with the NEPA Approval and possibly re-evaluations and delays associated with such re-evaluations, will be at Developer's risk.

Proposer's Technical Approach shall clearly identify accommodation for future SR 30 high capacity rail.

Items which do not apply to Proposer's proposed approach are to be specifically noted as such. For all of the items not required, backup information is to be provided which supports the non-applicability of the items.

4.1.1.1 Bridges and Structures

The Technical Approach shall provide preliminary plan/profile layout sheet(s) or roll plots for each bridge and surface structure and a description of the bridges and surface structures for the Project. The information shall include at least the following:

- a) Layout sheets or roll plots for each bridge location indicating proposed modifications to any bridge plans included as Reference Information Documents with sufficient detail to indicate bridge type, foundation types, material, appearance, width, controlling clearances, and span arrangement. Calculated vertical clearances shall be shown in all profile views. Lane configurations and clear zones of crossing roadways and railroads shall be clearly indicated, as applicable. Include cross-sectional drawings of all proposed bridge types. Preliminary bridge layout sheets or roll plots shall be at a scale of 1"=20' and provide sufficient details to relay Proposer's intent for the planned structure.
- b) Plans for surface structures (i.e., retaining and noise walls) indicating wall types (including a typical section for each type), materials, appearance, proposed locations and limits. Preliminary plan(s) shall be at a scale of 1"=200' and provide sufficient details to relay Proposer's planned intent for the surface structure.
- c) A narrative for bridges and surface structures that includes at least, the following:
 - (i) design life considerations;
 - (ii) a description of sequencing and phasing, including temporary structures utilized during phasing of the Project;
 - (iii) Proposer's technical solutions to accomplish each of the following:
 - minimize maintenance impacts on roadway operations;
 - minimize negative impacts to existing facilities and infrastructure;and
 - (iv) in addressing each item above, cite specific references to the applicable Concept Plan(s) that supports the narrative.

4.1.1.2 Roadway

The Technical Approach shall provide preliminary roadway plans/profile sheets or roll plots and a description of the roadway components for the Project. The information shall include at least the following:

- a) Preliminary plan and profile schematic sheets or roll plots for mainlines and HOV lanes, frontage roads, interchanges and crossing roadways for the Proposer's Schematic Design. Preliminary roadway plan and profile plan(s) shall be at a scale of 1"=200' and provide sufficient details to relay Proposer's Schematic Design for the Project, including: typical sections, general project roadway information such as right of way and Project limits, design speeds and functional classification(s). Proposed refinements in the horizontal and vertical geometric configuration of the Schematic Design.
- b) Roadway and interchange geometry to accommodate the Basic Configuration.
- c) A description of Proposer's solution for pavement design.

- d) A description of all existing roadways and structures to be closed, demolished, left as is, or incorporated into the Project.
- e) A description of Proposer's solution for minimizing future roadway costs for re-surfacing and other capital improvements elements.
- f) A description of Proposer's solution for minimizing impacts on roadway operations from future roadway maintenance, resurfacing and improvement.
- g) A description of the methodology to be used for life cycle cost analysis for the Project over the duration of the DBM Agreement.

4.1.2 Preliminary Transportation Management Plan

The Technical Approach shall provide a description of the construction staging, sequencing and transportation control to maintain traffic during the construction of the Project. The information shall include at least the following:

- a) A narrative description of the overall transportation management and control and sequencing approach and what steps the Proposer intends to take to minimize impacts on the environment, the traveling public, Stakeholders and communities, while still providing acceptable construction performance. The narrative shall include description of how Proposer's communication and public outreach strategy will address work zone traffic control conditions.
- b) A description of how the condition of adjacent roads will be maintained and the extent to which access to other properties will be maintained throughout the Project corridor during the construction including the intended measures to be used to mitigate and minimize noise, vibration, light, dust, erosion/run-off and local road damage due to construction activities. This section should cover how the Proposer will engage adjacent agencies to coordinate impacts on transportation operations, such as signal coordination and work zone coordination.
- c) A description of an approach to the construction staging and sequencing of the Project, including the approach to phasing work between NTP2 and NTP3 Work.
- d) A description of how Proposer will coordinate its construction work with other projects that are expected to be under construction during the Work.
- e) Proposer's Schematic Design shall indicate Proposer's preliminary maintenance of traffic plans indicating the proposed construction staging, recycling, laydown areas, disposal and maintenance locations (with approximate areas), which demonstrates the methods to minimize disruptions to the traveling public and impacts on the Stakeholders, and affected communities, businesses, and residents. Preliminary maintenance of traffic plans shall be submitted in the format indicated in Exhibit 6, at a scale of 1"=200' and provide sufficient details to relay Proposer's intent.

4.1.3 Other Project Design Components

4.1.3.1 Geotechnical and Earthwork

The Proposal shall provide a description of the methods for taking into account the surface and subsurface conditions of the Project in designing and constructing the Project. The information shall include at least the following:

- a) The proposed plan for geotechnical investigations, identifying the objectives, scope of the work, and the information to be obtained, and the manner in which

Proposer will address property owners' concerns, compliance with environmental commitments (including such commitments regarding discovery of unexpected cultural resources after the Effective Date), and minimize intrusiveness of investigations.

- b) Conceptual instrumentation plan to monitor pore pressures, settlements and stability, if any.
- c) Approach to mass haul operations (including approach to processing, using or placing materials removed from South Mountain within the mountain's vicinity) and locations of potential borrow/waste sites and resulting impact on existing roads.
- d) Quality processes to be employed during construction of pavements for reduction in long-term maintenance costs.
- e) Preliminary pavement design report providing details of the proposed designs, material types, roadway classifications, traffic loading and design life considerations, in accordance with Section DR 419.3.4 of the Technical Provisions.
- f) Description of Proposer's approach surrounding:
 - (i) blasting or ripping of materials within the South Mountain corridor to achieve final roadway grades; mitigation and corrective measures to address potential noise and vibration disturbance
 - (ii) approach to address settlement and stability issues along the corridor; and
 - (iii) mitigation and corrective measures to address potential groundwater issues encountered along the corridor.

4.1.3.2 Drainage

The Proposal shall provide a description of the drainage for the Project. The information shall include at least the following:

- a) Description of the drainage system including identification of contributing drainage areas, major crossings, mitigation of discharges and detention requirements.
- b) Description of Proposer's concept for providing temporary drainage or construction sequencing of portions of the drainage network prior to completion of entire drainage system.
- c) Description of the approach for connecting to existing or proposed drainage system(s), including identification of impacted owners and/or operators.
- d) Description of Proposer's concept for minimizing maintenance of drainage features.

4.1.3.3 Utilities and Railroad Coordination

The Proposal shall provide a description of the Utility Adjustments and railroad Work required for the Project. The information shall include at least the following:

- a) The proposed methods of locating known and unknown Utilities and railroad horizontally and vertically that encroach upon the footprint of the Project.
- b) The intended means of communication and planning of design and construction to keep Utility Owners and railroad owners informed of the construction schedule, the means of construction and changes that may affect their facilities.

- c) The intended approach to relocation and permitting for railroad work and relocation and material procurement for utilities (including high voltage power line, high pressure gas line, and sewer force main). Address management of potential schedule impacts due to material order lead time, 'Buy America' requirements and maintaining operation of all Utilities to the greatest extent practicable during construction.
- d) The intended approach to managing identification of prior rights Utilities and managing the decision-making process for cost responsibility.
- e) The proposed methods of design and construction related to prior rights and no prior rights Utility and railroad conflict identification, conflict mitigation measures, and conflict resolution measures.
- f) The proposed methods to facilitate cooperation from Utility Owners and railroad owners, including, without limitation, the approach to negotiating utility and railroad agreements and resolving betterment issues.
- g) The proposed methods to continue coordination with Utility Owners throughout the Maintenance Period, as necessary.

4.1.3.4 Signage, Delineation, Pavement Markings, Signalization, ITS and Lighting

The Proposal shall provide a description of signage, delineation, pavement markings, signalization, ITS and lighting for the Project. The information shall include at least the following:

- a) A description of the approach for safety lighting at the ramps and high mast lighting at the interchanges.
- b) Approach for scheduling and phasing of the ITS and approach to maintaining ITS on I-10.

4.1.3.5 Preliminary Aesthetics and Landscape Master Plan

Proposer shall prepare a Preliminary Aesthetics and Landscape Master Plan that presents Proposer's overall approach and concept for the aesthetics and landscape for the Project. The Preliminary Aesthetics and Landscape Master Plan must include, at a minimum, the following:

- a) Design Requirements.
 - A report describing the design approach, standards, and aesthetics and landscape components.
 - Describe how the aesthetic rustication and landscape concepts of the Landscape Architecture and Aesthetics Design Concept Report (LAADCR) will be incorporated into the overall design.
- b) Construction Requirements.
 - Describe how Proposer intends to construct the aesthetic treatments and install plants
- c) Appendix
 - Rustication plan sheets or roll plots that portray in elevations, sections, and details how the rustication patterns for each character area will look.
 - Planting plan sheets or roll plots that show plant layouts for each character area at a typical interchange and a typical roadside section. The planting plan sheets or roll plots must identify through symbols the plant species used and how they will typically be arranged.

4.2 Project Delivery Approach

The Project Delivery Approach section of the Technical Proposal shall describe Proposer's approach and understanding of the various management aspects of the Project and shall include the elements set forth in this section.

4.2.1 Preliminary Project Management Plan – Project Administration Chapter

The Preliminary Project Management Plan – Project Administration Chapter shall set out Proposer's management approach to design, construction, traffic management, maintenance, handback upon completion of the DBM Agreement, documentation, testing and auditing/reporting for the Project, risk, community outreach and organizational structure. The minimum information to be provided within the Preliminary Project Management Plan – Project Administration Chapter is detailed in this Section 4.2.1.

The Preliminary Project Management Plan – Project Administration Chapter shall describe Proposer's overall Project management plan and approach to the work (including design, construction, and maintenance), including at least the following:

- a) A description of the methods to be used to assure necessary communication and documentation within Proposer's team, including communication among the Subcontractor organizations and management personnel.
- b) A description of how Proposer intends to:
 - (i) provide the experienced personnel, facilities and equipment, and to integrate such resources, to complete each aspect of the Project;
 - (ii) control and coordinate the various Subcontractors;
 - (iii) interface with ADOT, its consultants and relevant federal, State and local agencies;
 - (iv) interface with applicable railroads and Utility Owners; and
 - (v) comply with applicable Laws.
- c) An organization chart outlining the basic structure of Proposer's Project organization (including the design, construction and maintenance sub-organizations) and a description of the roles, responsibilities, interrelation and work to be accomplished by each member of the management team and each sub-organization, including identified Subcontractors and Suppliers (at all tiers).
- d) Information describing how each of the Key Personnel will fit into the organization, including a description of the function and responsibility of each Key Personnel relative to the Project.
- e) A detailed description of how the team members will work together to provide a unified design, construction, maintenance, and quality approach to all elements of the work in order to manage and promote life-cycle efficiency.
- f) A description of the team decision making process, including how internal disputes between team members will be resolved.
- g) All major training program(s) to ensure that continuous improvement practices are being implemented.
- h) Information regarding the current and projected workload and backlog of the Proposer team (including all Equity Members and Major Non-Equity Members)

including the Proposer's or team member's plan for allocating its resources and personnel among the projects.

- i) Description of the approach to identification, management, mitigation, and allocation of Project-specific risks, whether borne by ADOT or the Developer or shared. This shall include a description of the Proposer's proposed procedures and tools to conduct a risk sensitivity analysis, and a risk matrix which shall identify the following at a minimum:
 - (i) Proposer's description of the significant risk categories during the design, construction and maintenance of the Project.
 - (ii) Proposer's identification of the potential consequences of the identified risks.
 - (iii) Proposer's estimation of the probability/likelihood of the risks occurring.
 - (iv) For each identified risk, a description of the Proposer's risk-mitigation strategies to eliminate or reduce the risk.
- j) A description of Proposer's plan and management approach for performing design on the Project, including at least the following:
 - (i) how Proposer intends to manage the development and coordination of design, including issues such as design of connecting projects, right of way, survey, environmental permitting, utilities, railroad, community relations and safety issues;
 - (ii) the proposed approach for delivering the design for the Project, including where the designers will be located, how designs are to be developed by different firms, how offices will be integrated and work coordinated to ensure consistency and quality; and
 - (iii) how the design personnel will interface with the construction and maintenance personnel to achieve a quality constructed Project that minimizes long-term maintenance.
- k) A description of Proposer's plan to manage permitting and third-party coordination and approvals.
- l) A description of Proposer's plan and management approach and strategies for public information and communication, including at least the following:
 - (i) approach to support ADOT in positively implementing and managing community relations during the design, construction and maintenance stages of the Project;
 - (ii) approach to Project marketing and advertising;
 - (iii) approach and strategies for adjustment to construction and maintenance activities in response to community and Stakeholder concerns; and
 - (iv) description of Proposer's approach to public information activities and communication strategies, including identification of personnel for such effort and how Proposer will manage interaction with ADOT, the communities, and other Stakeholders, including FHWA and the GRIC.

4.2.2 Project Schedule and Cost Control Management

The Project Delivery Approach shall provide a description of Proposer's plan and management approach for schedule and cost control on the Project, including at least the following:

- a) A Preliminary Project Baseline Schedule, prepared in accordance with the requirements for the Project Baseline Schedule set forth in Section GP 110.06.2.6 of the Technical Provisions, and narrative for all D&C Work. The

narrative shall describe the proposed execution of the Work for the term of the DBM Agreement, and the approach for preparing, controlling and updating the Project Baseline Schedule, for calculating progress performance, and preparing Draw Requests on a monthly basis. The Preliminary Project Baseline Schedule shall:

- (i) be included as Appendix 1-C to the Technical Proposal; and
 - (ii) contain all major D&C Work activities or milestones to a work breakdown structure (WBS) level sufficient to demonstrate activities with a duration no longer than 60 days; and
 - (iii) indicate applicable constraints; and
 - (iv) include a date for Substantial Completion of the Project (no later than 1350 days from issuance of NTP 1) and a date for Final Acceptance of the Project (no later than 180 calendar days after Substantial Completion) identical to those Proposer states in Form O as the Proposal Commitment Date for Substantial Completion and the Proposal Commitment Date for Final Acceptance.
- b) Describe the proposed Project schedule methodology and cost control approach and include at least the following:
- (i) a description of the system used for preparing and updating the Project schedule;
 - (ii) a description of how the Proposer will integrate schedule and cost control approaches.
 - (iii) a description of the proposed plan to integrate Subcontractor activities into Proposer's scheduling and reporting system;
 - (iv) a description of the proposed approach for calculating progress performance on a monthly basis and preparing payment requests; and
 - (v) a description of how Proposer will approach re-scheduling of its work to achieve schedule recovery objectives and how these objectives will be enforced with its work force and Subcontractors.
 - (vi) Approach to identification of constraints that are consistent with the Contract Documents.

Proposer's Preliminary Project Baseline Schedule submission shall not limit, modify or alter ADOT's ability to review and approve the Preliminary Project Baseline Schedule, and selection of a Proposer shall not be deemed to be acceptance or approval of Proposer's Preliminary Project Baseline Schedule.

4.2.3 Preliminary ROW Activity Plan

The Project Delivery Approach shall include a Preliminary ROW Activity Plan describing how Proposer will meet the right-of-way performance requirements and perform right-of-way services for the Project. The information shall include at least the following:

- a) Proposer's ROW organizational chart including the names of the Subcontractors to be used.
- b) A description of the approach to the ROW activities, to include the goals and milestones established for Project ROW acquisition, ROW Plans, exhibits and legal descriptions, relocation assistance, appraisals, appraisal review, and clearance / demolition of the improvements from the Project ROW (except for parcels where ADOT will retain responsibility for demolition);

- c) The approach describing how the acquisition of right-of-way and any necessary relocation services will be managed by Proposer in conjunction with ADOT, local officials and the Office of the Attorney General.
- d) A description of the quality control procedures and quality review standards for the acquisition of Project ROW that Proposer will employ to assure that all property owners' rights under the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, are being satisfied, including the safeguards and policies Proposer will implement to ensure that no coercive actions, as described in 49 CFR 24.102(h), will result from advancing a portion of right-of-way to the construction stage, and that no other actions will occur that could adversely affect the right-of-way acquisition process.
- e) A description of the acquisition and relocation process that will maintain the Project schedule but be sensitive to the needs and concerns of property owners, lessees, licensees and other occupants.
- f) A description of a typical parcel acquisition, reflecting timelines associated with:
 - (i) survey;
 - (ii) appraisal;
 - (iii) acquisition;
 - (iv) relocation; and
 - (v) acquisition by eminent domain.
- g) A description of how this timeline will be integrated into the Preliminary Project Baseline Schedule to avoid delays.
- h) A description of the Proposer's ROW approach as it relates to Proposer's specific Project design.

4.2.4 Preliminary Maintenance Management Plan

The Project Delivery Approach shall include a Preliminary Maintenance Management Plan describing how Proposer will meet the performance requirements set forth in Article 8 of the DBM Agreement and in Section D of the Technical Provisions. For the Preliminary Maintenance Management Plan, the Proposal shall address at least the following:

- a) Maintenance management tools (such as communications, computers, software and equipment).
- b) The plan and approach to annual Routine Maintenance and reporting, and how they will be used to manage the Project.
- c) Inspection and testing of Project items (including pavements, shoulders, bridges, sound and retaining walls, embankments and cut slopes) and the identification and classification of defects and inspection failures.
- d) How defects or faults in any aspect of the Project's infrastructure shall be classified and rectified within appropriate time limits.
- e) The proposed program for the planning, implementation and completion of future Capital Asset Replacement Work during the term of the DBM Agreement. The information shall describe the approach to programming of works and costing and ensuring that maintenance transition requirements from construction to maintenance of the capital assets will be met.
- f) The plan and approach to transitioning and phasing from construction to Routine Maintenance activities.

- g) The plan and approach for transfer of Routine Maintenance and Capital Asset Replacement Work responsibility for the Project to ADOT at the expiration or termination of the DBM Agreement, including a preliminary list of specialized Routine Maintenance equipment that will be turned over to ADOT.
- h) The plans, policies and procedures for ensuring the health and safety of personnel involved in the Project and the general public affected by the Project for the term of the DBM Agreement.
- i) The approach to traffic control and operations during Routine Maintenance and Capital Asset Replacement Work activities, including lane closures and other traffic restrictions.

4.2.5 Preliminary Environmental Management Plan

The Project Delivery Approach shall include a Preliminary Environmental Management Plan describing Proposer's planned approach to complying with the environmental requirements of the Project and any environmental issues that may arise. The information shall include at least the following:

- a) A description of Proposer's plan and management approach to environmental compliance, employee training, permitting and impact mitigation, including at least the following:
 - (i) applicable laws, rules and regulations;
 - (ii) methodology Proposer will use to ensure planning commitments are integrated into design, construction and maintenance of the Project; and
 - (iii) approach to Stakeholder and public involvement in relation to the Environmental Management Plan.
- b) A list of environmental permits, permit amendments and other approvals, whether state, federal or local, that will or may be required, together with the name of the issuing agency and a plan for obtaining required permits and permit amendments in a timely manner.
- c) A description of the measures that will be undertaken to ensure compliance with environmental permits and approvals and approvals relating to cultural resources.
- d) A description of the environmental issues anticipated to be encountered on the Project and how design and construction will address the anticipated impacts and be sensitive to the environment.
- e) Approach to hazardous materials management, including the management of lead paint and asbestos in demolition elements of the Work.

4.2.6 Preliminary Safety Management Plan

The Project Delivery Approach shall include a Preliminary Safety Management Plan describing the Proposer's approach to safety during the construction phase of the Project, including at least the following:

- a) A general outline of Proposer's Safety Management Plan for the Project.
- b) A description of Proposer's implementation strategy to meet safety commitments and requirements during construction.

4.2.7 DBE / OJT Outreach and Compliance Plan

4.2.7.1 DBE Declaration

Each Proposer shall submit with its Technical Proposal, without revision, a signed Form H-1, DBE Assurance & Project Goal Declaration, acknowledging the Proposer's commitment to meet or exceed the DBE Goals or exercise aggressive Good Faith Efforts to do so, in accordance with the DBE Special Provisions and Title 49 CFR Part 26. Failure to provide this declaration, without revision, shall render a Proposal non-responsive.

4.2.7.2 Preliminary DBE Utilization Plan

Each Proposer shall include in its Technical Proposal a Preliminary DBE Utilization Plan. The Preliminary DBE Utilization Plan shall not exceed 12 pages in length, plus the required Forms to be included with the Plan.

At a minimum, the Preliminary DBE Utilization Plan shall include the following components:

- a) Overview of the Proposer's understanding of the DBE program and its commitment to meeting or using Good Faith Efforts to meet the DBE Goals and all other DBE requirements. Also include the Proposer's overall DBE implementation strategy and its history/record of DBE performance on past federally-funded contracts. Include a completed Form H-2, Record of Past DBE Performance, for each of the Equity Members and Major Non-Equity Members on the Proposer's team that has acted as a prime consultant or contractor on a federal-aid project.
- b) Description of DBE team/staff who will be working on the Project. Include name, experience and responsibilities of DBE compliance team members (including the DBE/OJT Outreach and Compliance Manager included in the SOQ) responsible for implementing and complying with the Proposer's DBE Utilization Plan and all DBE regulations. ADOT plans to convene an interdisciplinary Compliance Oversight Committee, which will include ADOT's general engineering consultant for the Project, FHWA, and ADOT's Business Engagement & Compliance Office, to oversee DBE/OJT/EEO compliance on the Project (see Section 13.02 of the DBE Special Provisions). Include a description in the Preliminary DBE Utilization Plan of how the Proposer's DBE/OJT Outreach and Compliance Manager and his/her staff plans to work with ADOT's Compliance Oversight Committee.
- c) Description of types of proactive DBE and small business bid-specific marketing, recruitment, outreach and community engagement efforts made by the Proposer prior to and during the RFP process to secure DBEs for the Project. Include a completed Form H-3, List of Currently Identified/Named DBE Subcontractors, a completed Form H-4, List of Currently Identified/Named Construction DBE Subcontractors, and a completed Form H-5, DBE Subcontractor Intent to Participate, for all Professional Services, Construction and Capital Asset Replacement Work DBEs already secured to be a part of the Proposer's team.
- d) Completed Bidder's List Form H-8 with the name, contact information, and other required information listed on the form for every firm quoting, bidding or expressing an interest in providing subcontract services for the Project. Furthermore, all Proposers and their Equity Member and Major Non-Equity Member must be

registered as a Vendor in the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal; a centralized database for companies that are “ready, willing and able” to do business with the ADOT. Firms can register at <https://adot.dbesystem.com/>. Include AZ UTRACS Vendor Registration Number for Developer, Equity Members and Major Non-Equity Members in this section of Preliminary DBE Utilization Plan.

- e) Overview of types of proactive DBE and small business bid-specific marketing, recruitment, outreach and community engagement efforts that will be implemented throughout the Project design, construction and Capital Asset Replacement Work in order to include DBEs and small businesses on the Project. Include process for timely communications, outreach methods that will be used, and a process for keeping track of potential DBEs, small businesses and other Subcontractors on the Project. Include proposed innovative methods for (a) involving new and emerging DBEs, and (b) identifying firms that might potentially be certified as DBEs and assisting them to become DBE-certified and be involved in the Project. Discuss how these efforts will flow through tiers of Subcontractors on the Project.
- f) Description/itemization of economically-feasible work units (smaller tasks or quantities) of professional services, construction work and Capital Asset Replacement Work items on the Project that can be subcontracted to facilitate DBE participation that have not yet been assigned. Related to this description, Proposer shall include a Forms H-6 and H-7, Identified Scope Items for Future DBE Participation, regarding additional scope of work items that can be unbundled by the Proposer for future participation by DBEs, for which DBEs have not yet been named/assigned (excluding DBE participation listed on Form H-3). Proposer also shall include a brief description of a plan to secure DBE firms for those scopes of services identified in these Forms. Include efforts to encourage DBE and small business teaming/partnering on large work items packages.
- g) Overview of measures that the Proposer will undertake throughout the term of the DBM Agreement to help achieve the DBE Goals, including training workshops, technical and financial assistance, support services, mentor/protégé relationships, recruiting and encouraging potential DBEs to get certified, etc. For reference, see 49 CFR Part 26, Appendix A.

4.2.7.3 DBE Good Faith Efforts Documentation

If Proposer indicates in Form H-1 a reasonable belief that any of the DBE Goals cannot be achieved through aggressive Good Faith Efforts, Proposer must submit additional documentation of its Good Faith Efforts undertaken prior to the Proposal Due Date in accordance with the DBE Special Provisions and 49 CFR Part 26, Appendix A. This documentation shall not exceed four pages in length.

4.2.7.4 Bidder’s List – AZUTRACS Vendor Registration

Each Proposer shall include in its Technical Proposal a list of the names and required information for all subcontractors, suppliers, service providers and manufacturers that submitted bids, proposals or quotes to the Proposer or expressed an interest in working for the Proposer on the Project. Submit such information on Form H-8, Bidders’ List of All Subcontractors, Suppliers, Service Providers and Manufacturers. The form must be

complete and must include all the required information regardless of the Proposer's intentions to use the subcontractors, suppliers, service providers and manufacturers. Proposer and each Equity Member and Major Non-Equity Member to be involved in design or construction of the Project must be registered as a vendor in AZUTRACS and provide an AZUTRACS Vendor Number on the Bidder's List form. To determine if your firm is registered as a vendor, search by firm name at: <https://adot.dbesystem.com/FrontEnd/VendorSearchRegistry.asp?TN=adot&XID=5475>. If the firm is listed at the bottom of the page in the Search Results, it is registered as a vendor. If it is not listed, the firm shall register by going to this website: <https://adot.dbesystem.com/FrontEnd/StartRegistry.asp?TN=adot&XID=6761>. Visit the AZ UTRACS website at: <https://adot.dbesystem.com> for further information or contact the Procurement Manager.

4.2.7.5 OJT Declaration

Each Proposer shall submit with its Technical Proposal, without revision, a signed Form I-1, OJT Assurance & Training Goal Declaration, acknowledging the Proposer's commitment to meet or exceed the OJT Goals or exercise aggressive Good Faith Efforts to do so, in accordance with the OJT Special Provisions and 23 CFR Part 230. Failure to provide this declaration, without revision, shall render a Proposal non-responsive.

4.2.7.6 Preliminary OJT Utilization Plan

Each Proposer shall include in its Technical Proposal a Preliminary OJT Utilization Plan documenting actions it will take to obtain sufficient participation by women, minority, veteran and disadvantaged individuals to meet the OJT Goals throughout the Construction Work and to meet related OJT and Equal Employment Opportunity (EEO) requirements. The Preliminary OJT Utilization Plan shall not exceed five pages in length, plus the required Forms to be included with the Plan.

The Preliminary OJT Utilization Plan must address how the Proposer plans to recruit, manage, retain, track, provide oversight and monitoring, and report trainee progress and completion to ADOT for the Project. At a minimum, the Preliminary OJT Utilization Plan must include the following components:

- a) Overview of Proposer's understanding of the OJT requirements and its commitment to meeting or using Good Faith Efforts to meet the OJT Goals and all other OJT requirements. Also include the Proposer's overall OJT implementation strategy and its history/record of OJT performance on past federally-funded contracts. Include a completed Form I-2, Record of Past OJT Performance for each of the Equity Members and Major Non-Equity Members that has acted as a prime consultant or contractor on a federal-aid project.
- b) Description of OJT team/staff who will be working on the Project. Include name, experience and responsibilities of the OJT compliance team members (including the DBE/OJT Outreach and Compliance Manager included in the SOQ) responsible for implementing and complying with the Proposer's OJT Utilization Plan and all OJT regulations. Include a description in the Preliminary OJT Utilization Plan of how the Proposer's DBE/OJT Outreach and Compliance

Manager and his/her staff plans to work with ADOT's Compliance Oversight Committee.

- c) Description of types of proactive OJT marketing, recruitment, outreach and community engagement efforts that have been made prior to and during the RFP process and will be made by the Proposer throughout the period up to Substantial Completion to secure women, minority, veteran and disadvantaged trainees for the Project. Include information about the Proposer's OJT Trainee screening, hiring and processes to retain trainees.
- d) Description of Proposer's preliminary OJT program to be used to train and educate women, minority, veteran and disadvantaged individuals in various construction related crafts during each phase/segment of the Construction Work that Proposer identifies pursuant to Section 4.2.2 of this Exhibit 2. Include efforts to recruit Native American workers, as this Project is near an Indian reservation.
- e) An estimated OJT participation schedule for each phase/segment of the Construction Work, and a brief description of processes and procedures that the Proposer will use to document changes/adjustments of the OJT participation schedule to ensure achievement of the OJT Goals. Include time intervals at which these processes and procedures will be employed.

4.3 Preliminary Quality Management Plan

The Preliminary Quality Management Plan section of the Technical Proposal shall describe Proposer's approach to quality management during all stages of the Project, and shall include the elements set forth in this section.

4.3.1 General Requirements

The Preliminary Quality Management Plan shall describe Proposer's planned organization, roles and responsibilities of the quality staff. The information shall include at least the following:

- a) A description of the proposed Professional Services, construction and maintenance quality program organization, including the name and resume of Key Personnel responsible for quality management. Also, provide qualifications of IQF and resume of Construction Independent Quality Manager.
- b) An organization chart showing the quality management structure, along with a staffing plan by position title.
- c) A description of Proposer's planned audit processes and procedures for quality assurance and quality control during Professional Services, construction and maintenance phases.
- d) A description of how the quality management staff will function independently so that such individuals will have the authority to effect changes in the event of Developer's failure to comply with the Contract Documents.
- e) A description of how the Professional Services quality, construction quality and maintenance quality functions will interface.

4.3.2 Professional Services Quality Management Approach

The Preliminary Quality Management Plan shall describe Proposer's understanding and approach to Professional Services quality management for the Project as well as methodology used to minimize quality issues and re-work on the Project. The

description of the Proposer's design quality management approach shall include at least the following:

- a) A description of Proposer's planned quality assurance and quality control procedures for Professional Services.
- b) A description of both the formal and the informal process for Professional Services work products.
- c) A description of quality interface processes among the Professional Services quality management personnel on the Project.
- d) A description of how the Professional Services quality management team will coordinate and communicate with ADOT during the D&C Period, and interface with ADOT Professional Services oversight procedures.
- e) Approach to documenting and curing Professional Services deficiencies and noncompliance issues thereby ensuring that repeat mistakes are avoided.

4.3.3 Construction Quality Management Approach

The Preliminary Quality Management Plan shall describe Proposer's understanding and approach to construction quality management for the Project as well as processes used to minimize non-conformance issues during construction. The description of the Proposer's construction quality management approach shall include at least the following:

- a) A description of Proposer's planned quality assurance and quality control procedures for construction.
- b) The approach to quality acceptance testing, documentation and inspection during construction activities.
- c) Proposed quality management documentation procedures during construction.
- d) A description of how the construction quality management team will coordinate and communicate with ADOT during the construction, and interface with ADOT construction oversight procedures.
- e) Approach to documenting and curing construction deficiencies and noncompliance issues thereby ensuring that repeat mistakes are avoided.

4.3.4 Maintenance Quality Management Approach

The Preliminary Quality Management Plan shall describe Proposer's understanding and approach to maintenance quality management for the Project as well as processes used to minimize traffic disruptions on the Project. The description of the Proposer's maintenance quality management approach shall include at least the following:

- a) A description of Proposer's planned quality assurance and quality control procedures for maintenance.
- b) The approach to acceptance testing, documentation and inspection of construction during the Maintenance during Period;
- c) proposed quality management documentation procedures of construction during the Maintenance Period.
- d) A description of how the quality management team will coordinate and communicate with ADOT regarding construction during the Maintenance Period, and interface with ADOT construction oversight procedures.
- e) Approach to documenting and curing maintenance deficiencies and issues

thereby minimizing traffic delays and interruptions.

Exhibit 3

FINANCIAL PROPOSAL INSTRUCTIONS

SECTION 1 GENERAL INSTRUCTIONS

This Exhibit 3 describes the submission format for Financial Proposals and outlines the required information that will comprise the Financial Proposal.

Proposer shall submit the information required by this Exhibit 3 in the organization and format specified herein. The Financial Proposal shall be organized in the order listed in Exhibit 6, and shall be clearly indexed. Each component of the Financial Proposal shall be clearly titled and identified.

1.1 Format of Financial Proposal

All financial information provided in the Financial Proposal shall be in U.S. Dollar currency only.

If there are any discrepancies between the hard copy and electronic copy of any quantitative information provided in the Financial Proposal, the hard copy version will prevail. If there are any differences between individual line amounts and totals, the individual line amounts will prevail.

1.2 Contents of Financial Proposal

Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

If a guaranty is required, then the Financial Proposal shall include (in addition to the Financial Information listed in Section 2): (a) an irrevocable letter signed by the Guarantor in the form of Form T committing to provide a guaranty in the form of Exhibit 11-1 or Exhibit 11-2 to the DBM Agreement, as applicable, concurrently with execution and delivery of the Contract Documents by Proposer, (b) evidence of authorization of the signatory to that letter, (c) Form B, Part 1 for the Guarantor, (d) financial information for the Guarantor described in Section 2, and (e) such other information concerning the Guarantor as ADOT may request.

SECTION 2 FINANCIAL INFORMATION

Proposers shall clearly identify any differences between the financial information submitted in the Proposal and the information submitted in the SOQ.

2.1 Surety Letter

The Financial Proposal shall include a letter from a surety/insurance company indicating that it has reviewed the Contract Documents, and is prepared to issue the D&C Performance Bond and D&C Payment Bond in the form and amount required by the ITP. If the Developer or Lead Subcontractor, as applicable, is a joint venture,

partnership, limited liability company or other association, separate letters for one or more of the individual Equity Members or joint venturer, partner or member of the Lead Subcontractor, as applicable, are acceptable, as is a single letter covering all Equity Members, joint venturers, partners or members. If more than one letter is provided, each letter shall set forth the portion of the bond amount the surety/insurance company will be issuing.

Each surety/insurance company providing such letter must be (a) licensed and authorized to do business in the State, (b) listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (found at www.fms.treas.gov/c570/c570.html), and (c) rated as provided in ITP Section 6.1.2(j).

The letter must indicate the relevant rating of the surety/insurance company. The letter must specifically state that the surety/insurance company is a licensed and admitted surety or insurer in the State (approved by the Arizona Department of Insurance), is listed on the U.S. Department of the Treasury's "Listing and Approved Sureties," has read the RFP (including the ITP) and any addenda, and has evaluated the backlog, work in progress, recently awarded contracts and conditionally awarded contracts as of the date of the letter for the entity for which it will provide the bonds in determining its willingness to issue the D&C Performance Bond and D&C Payment Bond. In instances where the response to this Section 2.1 contains descriptions of proposed or anticipated changes in the financial condition of the Proposer, or any other entity for which financial information is submitted as required hereby for the next reporting period, the surety/insurance company must certify in the letter that its analysis specifically incorporates a review of the factors surrounding such changes.

2.2 Financial Statements

The Financial Proposal shall include the following information for Proposer, all Equity Members, all Major Non-Equity Members, and any parent or sister companies if such information was required to satisfy the requirements of the RFQ:

- Audited financial statements (fiscal year end and quarterly) for all periods subsequent to those included in the SOQ (or if not included in the SOQ, for 2012, 2013 and 2014).
- In addition, interim unaudited financial statements for the period since the most recent completed fiscal year or quarter.
- For publicly held companies, most recent SEC 10-K and 10-Q reports and any 8-Ks filed since the date Proposer submitted its SOQ.

If a Guaranty will be necessary for Proposer to satisfy the net worth financial responsibility requirements in Section 10.4 of the DBM Agreement, the Proposer shall also submit financial statements for each Guarantor that will execute a Guaranty in satisfaction of such requirements. Such financial statements shall cover the same periods as indicated above.

To assure confidentiality, each entity's financial statements may be provided to ADOT in sealed envelopes. Each sealed envelope shall be labeled with the name of the entity and the entity's role (i.e. Equity Member, Lead Contractor, etc.)

The financial statements must include:

- Opinion Letter (Auditor's Report);
- Balance Sheet;
- Income Statement;
- Statement of Changes in Cash Flow; and
- Footnotes.

In addition, financial statements must meet the following requirements:

a) GAAP

Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

b) U.S. Dollars

Financial statements shall be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Proposer must include summaries of the income statements, statements of cash flow, and balance sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.

c) Audited

Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for an entity, the Proposal shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive officer, chief financial officer, or treasurer (or by such equivalent position or role) of the entity.

d) English

Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be provided with the original financial statement information.

e) Newly Formed Entity

If the Proposer is a newly formed entity (formed within two years before the SOQ Due Date) and does not have independent financial statements, financial statements for the Equity Members shall be provided (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements).

f) SEC Filings

If the Proposer or any other entity for whom financial information is submitted in the Financial Proposal files reports with the Securities and Exchange Commission, then

such financial statements shall be provided through a copy of their annual report on Form 10-K. For all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed 10-K.

g) Off-Balance Sheet Liabilities

A letter from the certified public accountant, chief financial officer, treasurer or certified public accountant for each entity for which financial information is submitted, identifying all material off balance sheet liabilities

2.3 Credit Ratings

Proposer shall provide: (a) a list identifying each entity for which financial statements are provided; (b) a statement indicating whether each entity has a credit rating; and (c) for each entity with a rating, the current rating.

2.4 Material Changes in Financial Condition

Proposer shall provide information regarding any material changes in financial condition for the Proposer, each Equity Member and each Major Non-Equity Member, any parent or sister company of the Lead Contractor or Lead Maintenance Firm if such information was required to satisfy the requirements of the RFQ and, if applicable, each Guarantor for the most recent fiscal year and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a joint venture, provide this information for all such members. If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity shall be provided separately for each material change. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion in the statement of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in the previous fiscal year (even if there has not been a material change), the affected entity shall provide a discussion in the statement of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

The statement shall be signed and certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role).

For a non-exclusive list of what ADOT considers to be a material change in financial condition, See RFQ Section 5.2.4. This list is intended to be indicative only.

2.5 Guarantor Commitments

As a condition to execution of the DBM Agreement, Guarantees will be required for a Developer that is newly formed (within two years before the SOQ Due Date) or that does not satisfy the Tangible Net Worth requirements in Section 10.4.6 of the as-issued DBM Agreement. The financial statements of a Guarantor or Guarantors shall demonstrate financial capability of the Proposer and satisfaction of the Tangible Net Worth requirements set forth in Section 10.4.6 of the DBM Agreement.

For each proposed Guarantor, in addition to its financial statements, credit ratings and material changes in financial condition, Proposer shall submit a completed and signed Form T (Guarantor Commitment Letter).

Exhibit 4

PRICE PROPOSAL INSTRUCTIONS

SECTION 1 GENERAL INSTRUCTIONS

This Exhibit 4 describes the submission format for Price Proposals and outlines the required information that will comprise the Price Proposal.

Proposer shall submit the information required by this Exhibit 4 in the organization and format specified herein. Each component of the Price Proposal shall be clearly titled and identified.

All forms named herein are found in Exhibit 5, unless otherwise noted. Pricing forms are provided in Excel formats. All blank spaces (highlighted in yellow) in the pricing forms must be filled in as appropriate. No substantive change shall be made in the pricing forms.

1.1 Format of Price Proposal

All price and cost information provided in the Price Proposal shall be in U.S. Dollar currency only. Take note of instructions on the forms to provide amounts in year of expenditure (YOE) or present value dollars as of the Proposal Due Date.

If there are any discrepancies between the hard copy and electronic copy of any quantitative information provided in the Price Proposal, the hard copy version will prevail. If there are any differences between individual line amounts and totals, the individual line amounts will prevail.

1.2 Contents of Price Proposal

All parts of the Proposal that indicate price are to be included in the Price Proposal.

The Price Proposal shall consist of price information (including Form M series and Form N series).

SECTION 2 PRICE INFORMATION

2.1 Price Value

See ITP Section 5.6 for the components of the Price Value. Proposer shall submit Form M-1 which will sum the components of the Price Value. The Excel version of this form will automatically calculate based on information the Proposer enters on other forms.

Although the D&C Price forms may show expenditures at any given point in the schedule higher than the then applicable Maximum Allowable Cumulative Draw, ADOT will not pay more than the then applicable Maximum Allowable Cumulative Draw (plus the amount of Supplemental Agreements, if any).

2.2 Design & Construction Price and Cash Flow Adjustment Table/Maximum Payment Curve

Proposer shall submit a D&C Price Breakdown using Form M-1.1. Proposer shall enter item totals within the applicable maximum price indicated on the form.

The Price Proposal shall include Form M-1.2 which shall set forth any ATC adjustment costs identified by ADOT in its ATC approval letters for ATCs that are incorporated into the Proposal. If there are no such ATCs, affirmatively state that there are none. For additional information about ATC price adjustments, refer to ITP Section 3.7.

The Price Proposal shall include Form M-1.3 which shall set forth any adjustments for avoided Schematic ROW, as provided by ADOT in response to any Pre-Proposal Submittals, that are incorporated into the Proposal. If there are no such adjustments, affirmatively state that there are none. Enter each credit as a value less than or equal to \$0. Refer to ITP Section 5.6.1 for additional information about the credit.

The Price Proposal shall include Form M-1.4 indicating (a) a per diem decrease in the D&C Price for each day NTP 3 is issued prior to the start date of the NTP3 Window, up to a cap of 180 days before the start date of the NTP 3 Window and (b) a per diem increase in the D&C Price for each day NTP3 is issued after the end date of the NTP 3 Window, up to a cap of 180 days after the end date of the NTP 3 Window. Enter the per diem decrease as a value less than or equal to \$0. For each 30-day interval in the 180-day period, use one value for the per diem increase, and one value for the per diem decrease. Refer to ITP Section 5.6.2 for additional information on the NTP 3 adjustment.

The Price Proposal shall include Form M-2, setting forth the cash flow corresponding to the anticipated draw requests for the D&C Work required under the DBM Agreement. Although the D&C Price forms may show expenditures at any given point in the schedule higher than the then applicable Maximum Allowable Cumulative Draw, ADOT will not pay more than the then applicable Maximum Allowable Cumulative Draw. The total on Form M-2 must match the total on Form M-1.1. See Section 13.3.1 of the DBM Agreement for additional information regarding the Maximum Allowable Cumulative Draw.

2.3 Maintenance Price

The Price Proposal shall include Form N-1 setting forth the summary of the Factored Annual Maintenance Price (composed of escalated and discounted Routine Maintenance and Capital Asset Replacement Work), for Maintenance Services over the duration of an assumed 30-year Maintenance Period. Form N-1 will be automatically calculated from the information the Proposer enters on Form N-1.1 and Form N-1.2. Section 13.5 of the DBM Agreement provides for the adjustment procedures and index for annual adjustments in the price for Maintenance Services.

Proposer shall use Form N-1.1 to show the breakdown of Routine Maintenance in 2015 \$, using the categories provided. Proposer shall use Form N-1.2 to show the breakdown of Capital Asset Replacement Work in 2015 \$, utilizing the categories

provided. ~~If Proposer has additional elements which it believes make up Capital Asset Replacement Work, enter those categories in columns F, G, H and I, as appropriate.~~

2.4 Insurance Pricing

Forms M-1.1, N-1.1 and N-1.2 require Proposers to separately state the portion of the D&C Price and Maintenance Price allocated to the cost of insurance required by the DBM Agreement. The DBM Agreement allows Proposers to provide certain insurance coverage limits on a per project, dedicated basis under a corporate insurance program or under a practice policy. If Proposer intends to provide any insurance coverage via dedicated Project-specific limits under a corporate insurance program or via a practice policy, then Proposer shall include in the Price Proposal an insurance report containing the following:

- (a) Identification of each insurance policy that Proposer intends to provide on a per project, dedicated basis under a corporate insurance program or under a practice policy, consistent with the provisions of the DBM Agreement;
- (b) A reasonably detailed explanation of the corporate methodology used for allocating premiums to specific projects and work;
- (c) The calculations made to determine the allocation of the anticipated premiums for such policies to the Project, including the amount of premium allocated for each such policy; and
- (d) A written certification from an authorized officer of each of Proposer and the corporate entity that will place the policies certifying that the allocated amount has been fairly and accurately determined in accordance with the corporate methodology.

Exhibit 5
REQUIRED FORMS

(see attached)

Exhibit 6

FORMAT AND ORGANIZATION OF PROPOSAL AND PRE-PROPOSAL SUBMITTALS

1. Organization

Proposal

The Proposal shall be organized and ordered as follows and as depicted in Table 6-A below, and shall conform to the following page limitation requirements:

1. Proposal Security – no page limitation
2. Volume I – Technical Proposal
 - a. Executive Summary – a limit of **10 pages** total
 - b. Proposer Information, Certifications and Documents – no page limitation
 - c. Project Development Plan
 - i. Technical Approach - a limit of **45 pages** total, excluding design drawings (which have no page limitation and are to be submitted in Appendix 1-A, whether on 11" x 17" sheets or on roll plots)
 - A. Proposer's Schematic Design
 - B. Bridges and Structures
 - C. Roadway
 - D. Preliminary Transportation Management Plan
 - E. Geotechnical and Earthwork
 - F. Drainage
 - G. Utilities and Railroad Coordination
 - H. Signage, Delineation, Pavement Markings, Signalization, ITS and Lighting
 - I. Preliminary Aesthetics and Landscape Master Plan
 - ii. Project Delivery Approach
 - A. Preliminary Project Management Plan – Project Administration Chapter – **20 pages** total

- B. Project Schedule and Cost Control Management – **5 pages** total
- C. Preliminary ROW Activity Plan - **5 pages** total
- D. Preliminary Maintenance Management Plan – **10 pages** total
- E. Preliminary Environmental Management Plan – **10 pages** total
- F. Preliminary Safety Management Plan – **5 pages** total
- G. Preliminary DBE Utilization Plan – **12 pages** total, plus, if applicable, up to **4 pages** for added description of pre-Proposal Good Faith Efforts
- H. Preliminary OJT Utilization Plan – **5 pages** total
- iii. Preliminary Quality Management Plan - **15 pages** total
 - A. General Requirements
 - B. Professional Services
 - C. Construction
 - D. Maintenance
- Appendix I-A: Technical Drawings, Graphs and Data – no page limitation
- Appendix I-B: ATC approval letters from ADOT – no page limitation
- Appendix I-C: Preliminary Project Baseline Schedule – no page limitation
- 3. Volume II – Financial Proposal – no page limitation
 - a. Surety Letter
 - b. Audited fiscal financial statements for all periods subsequent to the SOQ and unaudited interim financial statements
 - c. For publicly held companies, most recent SEC 10-K and 10-Q reports and any 8-Ks filed since the SOQ
 - d. Letter disclosing all material off balance sheet liabilities
 - e. Credit ratings
 - f. Statement/letter regarding material change in financial condition since submission of the SOQ and for next reporting period

- g. Guarantor Commitment Letter(s) (if required)
- 4. Volume III – Price Proposal
 - Pricing Forms (M and N series), in the order listed – no page limitation
 - If applicable, insurance report – **5 pages** total

Pre-Proposal Submittals

Pre-Proposal Submittals shall be organized as follows and shall conform to the following page limitation requirements:

1. Request for ADOT approval of proposed changes in Proposer's organization – organize as the Proposer determines; no page limitation.
2. Request for ADOT approval of proposed change in Key Personnel
 - Form G – no page limitation
 - Resumes – a maximum of **2 pages** per individual
3. Request for ADOT approval of credits reducing D&C Price for evaluation purposes due to avoidance of Schematic ROW parcels
 - Map of avoided parcel or partial parcel – no page limitation
 - Calculation of approximate avoided square footage – no page limitation
 - Narrative description of design elements or features to avoid parcels or partial parcels – no page limitation
4. Preliminary ATCs – a maximum of **2 pages** each (up to a maximum of 20 Preliminary ATCs)
5. ATCs – no page limitation
6. Stipend Agreement – no page limitation

2. Binders and Containers

Proposers shall individually label all binders, packages and containers constituting the Proposal as follows:

**RESPONSE TO THE
REQUEST FOR PROPOSALS
FOR 202 MA 054 H882701C
SR 202L (SOUTH MOUNTAIN FREEWAY)
I-10 (MARICOPA FREEWAY) – I-10 (PAPAGO FREEWAY)**

The Proposal (other than the Proposal Security) shall be organized into separate three-ring binders, for Volumes I, II and III respectively, along with the related volume

appendices. Several three-ring binders may be used for each Volume, as necessary. Each binder of the Proposal shall be labeled to indicate its contents and the Proposer. The original Proposal shall be clearly identified as "original"; copies of the Proposals shall be sequentially numbered, labeled and bound.

The sections (and, optionally, subsections) of each Volume shall be separated with lettered or numbered dividers. The dividers shall contain no text except to identify the section, and will not be counted against the page limitation.

Color photographs, renderings, and brochures shall be adequately bound and suitably protected for handling and circulation during review and evaluation.

Proposers shall submit the Proposal Security in a separate sealed envelope labeled "[Proposer Name]: Proposal Security for the Loop 202 South Mountain Freeway Project."

Proposers may submit financial statements in separate sealed envelopes labeled "[Proposer Name]: Financial Statements for the Loop 202 South Mountain Freeway Project."

The completed Proposal shall be submitted and delivered in recyclable, low-cost sealed containers, as follows:

(a) all of the binders comprising the original and copies of the Technical Proposal, together with an electronic copy of the Technical Proposal, and the sealed envelope containing the Proposal Security, shall be packaged in one or more containers that contain no other part of the Proposal, clearly addressed to ADOT as provided herein, and labeled "[Proposer Name]: Technical Proposal and Proposal Security for the Loop 202 South Mountain Freeway Project;"

(b) all of the binders comprising the original and copies of the Financial Proposal, together with an electronic copy of the Financial Proposal, and any sealed envelopes containing financial statements, shall be packaged in one or more containers that contain no other part of the Proposal, clearly addressed to ADOT as provided herein, and labeled "[Proposer Name]: Financial Proposal for the Loop 202 South Mountain Freeway Project;" and

(c) all of the binders comprising the original and copies of the Price Proposal, together with an electronic copy of the Price Proposal, shall be packaged in one or more containers that contain no other part of the Proposal, clearly addressed to ADOT as provided herein, and labeled "[Proposer Name]: Price Proposal for the Loop 202 South Mountain Freeway Project."

The outside of each container also shall clearly set forth:

(a) A return address: Proposer's name, contact person's name, mailing address; and

(b) The date of submittal.

3. Page Format

The volumes and appendices shall consist of loose-leaf pages that are 8 ½" by 11" and white, except that:

(a) maps, drawings, graphics, charts and schedules may be submitted on 11" by 17" paper, but may not include narrative text, except for brief captions necessary to title or describe. ADOT may disregard any other narrative text included on an 11" by 17" foldout. Any 11" x 17" sheet that will be part of the Technical Proposal (Volume I) shall be folded to 8.5" x 11" so as to fit in the binders. Any 11"x17" sheet included in an Appendix binder does not need to be folded if the binder containing the information is also 11"x17". Each 11" by 17" foldout will be considered one page;

(b) any support letters provided from parties outside the United States may be submitted in ISO A4 format; and

(c) design drawings may be submitted on roll plots not to exceed 36" in width, each no longer than ten feet. Roll plots may not include narrative text, except for brief captions necessary to title or describe. ADOT may disregard any other narrative text included on roll plots.

To meet the page limits requirement listed above:

(a) all text shall be in an Arial font that is a minimum of 11 points in size, single-spaced, and printed single-sided, except that (i) financial statements may be printed double-sided, and (ii) 10 point Arial font is acceptable for graphics, charts, tables, figures and footnotes; and

(b) Margins shall be not less than one inch at the top, bottom, and sides of all pages, except for headers and footers.

For each portion of the Proposal that is subject to a page limitation, each page shall be numbered consecutively within each such portion, and the page numbers shall be centered at the bottom of each page.

Each page in binders shall include a footer that identifies the Volume and section in which it belongs, so that if a page becomes separated from its binder the reader can readily ascertain where to return it to the binder.

4. Electronic Format

The electronic copy of the Proposal and Pre-Proposal Submittals shall be in a read-only, searchable format in Adobe Acrobat (.pdf) format on CD(s), DVD(s) or USB flash drive(s); provided, however, that:

(a) The Price Proposal shall also include a completed electronic copy of the pricing forms in Excel;

(b) corporate, partnership, joint venture and limited liability company documents (e.g., articles of incorporation, bylaws, partnership agreements, joint venture agreements and limited liability company operating agreements) may be submitted in hard copy and need not be submitted electronically;

(c) financial statements may be submitted in hard copy and need not be submitted electronically, and if submitted electronically need not be in searchable format;

(d) original letters and scanned letters in the electronic copy of the Proposal need not be in searchable format;

(e) design documents, including Preliminary ATCs and ATCs, shall be submitted as (i) two dimensional plan drawings in Adobe Acrobat (.pdf) format on a CD, DVD, or USB flash drive, and (ii) three dimensional Digital Terrain Model (DTM) files produced with Bentley's InRoads/Site/Survey Select CAD compatible file format on a CD, DVD, or USB flash drive. Proposer shall also submit all InRoads files including the Template Library (*.itl), and Preference files (*.xin) on a CD, DVD, or USB flash drive; and

(f) the electronic file for the Preliminary Project Baseline Schedule must enable ADOT to view and manipulate the schedule in Primavera P6.

5. Proposal Forms

Proposal and Pre-Proposal Submittal forms shall not be modified other than to include requested information.

6. Reproducibility

All Proposal and Pre-Proposal Submittal pages (other than design drawings on scroll mats) shall be easily reproducible in black and white by standard photocopying machines.

7. Submittal Quantities and Certified Copies

Proposal

Regarding the Proposal, Proposers shall deliver:

(a) one original and three certified copies of the Proposal Security;

(b) one original and ten additional hard copies, and one electronic copy, of the Technical Proposal, provided, however, that (i) ADOT requires only three additional hard copies of roll plots, and (ii) Proposer may attach to the original Form A an envelope including four certified copies of the required organizational documents in lieu of providing organizational documents with each of the copies of the Technical Proposal;

(c) one original hard copy, two additional certified hard copies, and one electronic copy of the Financial Proposal, provided that Proposers may submit one original and two hard copies of financial statements; and

(d) one original hard copy, three additional certified hard copies, and one electronic copy of the Price Proposal.

Pre-Proposal Submittals

Regarding Pre-Proposal Submittals, Proposer shall deliver:

(a) one original, five additional hard copies, and one electronic copy of requests for ADOT approval of proposed changes in Proposer's organization, except only two additional copies of financial statements are required;

(b) one original, five additional hard copies, and one electronic copy of requests for ADOT approval of proposed change in Key Personnel;

(c) one original, five additional hard copies, and one electronic copy of requests for ADOT approval of credits reducing D&C Price for evaluation purposes due to avoidance of Schematic ROW parcels;

(d) one original, five additional hard copies, and one electronic copy of Preliminary ATCs;

(e) one original, ten additional hard copies, and one electronic copy of ATCs; and

(f) two signed originals of the Stipend Agreement.

8. Additional Requirements

See Section 4.1 of the ITP for additional requirements.





9. Summary and Organization of Proposal Contents

Proposers shall follow the order of the below checklists in their Proposal.

Check Box	Proposal Component	Form (if any)	ITP Section Cross-Reference
<input type="checkbox"/>	Proposal Security		
	A copy of this checklist shall be submitted with the Technical Proposal.		
<input type="checkbox"/>	Proposal Security <ul style="list-style-type: none">• Proposal Bond; or• Proposal Letter of Credit	Form K-1 Form K-2	Sections 4.1 and 4.4

Check Box	Proposal Component	Form (if any)	ITP Section Cross-Reference
<input type="checkbox"/>	Volume I - Technical Proposal		
	A copy of this checklist shall be submitted with the Technical Proposal.		
<input type="checkbox"/>	A. Executive Summary		
<input type="checkbox"/>	Executive Summary (exclude price information)	No forms are provided	Exhibit 2, Section 3.1
<input type="checkbox"/>	B. Proposer Information, Certifications & Documents		
<input type="checkbox"/>	Proposal Letter	Form A	Section 4.1.2; Exhibit 2, Section 3.2.1
<input type="checkbox"/>	Business Form and Organizational Documents (if a new special purpose entity, pro forma organizational documents or indicative term sheet)	No forms are provided	Sections 5.3.2(a), (f); Exhibit 2, Section 3.2.1; Form A, pp. 6-7
<input type="checkbox"/>	Authorization Documents	No forms are provided	Section 5.3.2(b); Exhibit 2, Section 3.2.1; Form A, pp. 6-7
<input type="checkbox"/>	Proposer's Organization Information <ul style="list-style-type: none"> • Proposer Team Summary and Certification • Team Member Information • Changes in Proposer's Organization and Key Personnel • Licenses and Registrations • Surety Information, including evidence of Surety's rating 	Form B, Parts 1 through 5	Exhibit 2, Section 3.2.2
<input type="checkbox"/>	Letter(s) Approving Changes in Key Personnel	No forms are provided	Section 5.3.2(g); Exhibit 2, Section 3.2.2; Form B, Part 3
<input type="checkbox"/>	Letter(s) Approving Changes in Proposer's Organization (if applicable)	No forms are provided	Section 5.3.2(g); Exhibit 2, Section 3.2.2; Form B, Part 3
<input type="checkbox"/>	Certification / Questionnaire	Form C	Exhibit 2, Section 3.2.3

Check Box	Proposal Component	Form (if any)	ITP Section Cross-Reference
<input type="checkbox"/>	Updated Industrial Safety Record for Construction Work Team Members	Form D	Exhibit 2, Section 3.2.4
<input type="checkbox"/>	Personnel Work Assignment and Commitment of Availability	Form E	Exhibit 2, Section 3.2.5
<input type="checkbox"/>	Non-Collusion Affidavit	Form F	Exhibit 2, Section 3.2.6
<input type="checkbox"/>	Disadvantaged Business Enterprise (DBE) Forms	Forms H-1, H-2, H-3, H-4, H-5, H-6, H-7 and H-8	Exhibit 2, Section 3.2.7
<input type="checkbox"/>	On the Job Training (OJT) Forms	Forms I-1 and I-2	Exhibit 2, Section 3.2.7
<input type="checkbox"/>	Conflict of Interest Disclosure Statement	Form J	Exhibit 2, Section 3.2.8
<input type="checkbox"/>	Substantial Completion and Final Acceptance Deadlines	Form O	Exhibit 2, Section 3.2.9
<input type="checkbox"/>	Equal Employment Opportunity Certification	Form P	Exhibit 2, Section 3.2.10
<input type="checkbox"/>	Certification Regarding Use of Contract Funds for Lobbying	Form Q	Exhibit 4, Section 3.2.11
<input type="checkbox"/>	Certification Regarding Ineligible Contractors	Form R	Exhibit 2, Section 3.2.12
<input type="checkbox"/>	Buy America Certification	Form S	Exhibit 2, Section 3.2.13
<input type="checkbox"/>	Written Evidence of Ability to Obtain and Maintain Insurance	No forms are provided	Section 5.3.2(h); Exhibit 2, Section 3.2.14
<input type="checkbox"/>	C. Project Development Plan		
<input type="checkbox"/>	Technical Approach <ul style="list-style-type: none"> • Proposer's Schematic Design • Bridges and Structures • Roadway • Preliminary Transportation Management Plan 	No forms are provided	Exhibit 2, Section 4.1

Check Box	Proposal Component	Form (if any)	ITP Section Cross-Reference
	<ul style="list-style-type: none"> • Geotechnical and Earthwork • Drainage • Utilities and Railroad Coordination • Signage, Delineation, Pavement Markings, Signalization, ITS and Lighting • Preliminary Aesthetics and Landscape Master Plan 		
	Project Delivery Approach <ul style="list-style-type: none"> • Preliminary Project Management Plan – Project Administration Chapter • Project Schedule and Cost Control Management • Preliminary ROW Activity Plan • Preliminary Maintenance Management Plan • Preliminary Environmental Management Plan • Preliminary Safety Management Plan • Preliminary DBE Utilization Plan • Preliminary OJT Utilization Plan 	No forms are provided	Exhibit 2, Section 4.2
	Preliminary Quality Management Plan <ul style="list-style-type: none"> • General Requirements • Professional Services • Construction • Maintenance 	No forms are provided	Exhibit 2, Section 4.3
	D. Appendices		
	Appendix 1-A: Technical Drawings, Graphs and Data <ul style="list-style-type: none"> • Design and construction concept plans and roll plots – bridges and structures 	No forms are provided	Exhibit 2, Section 4.1

Check Box	Proposal Component	Form (if any)	ITP Section Cross-Reference
	<ul style="list-style-type: none"> Design and construction concept plans and roll plots – roadway Design and construction concept plans and roll plots – other Project components 		
<input type="checkbox"/>	Appendix 1-B: ATC approval letters from ADOT	No forms are provided	Exhibit 2, Section 4.1
<input type="checkbox"/>	Appendix 1-C: Preliminary Project Baseline Schedule	No forms are provided	Exhibit 2, Section 4.2.2

Check Box	Proposal Component	Form (if any)	ITP Section Cross-Reference
<input type="checkbox"/>	Volume II - Financial Proposal		
	A copy of this checklist shall be submitted with the Financial Proposal.		
<input type="checkbox"/>	Updated Financial Information		
<input type="checkbox"/>	Surety Letter	No forms are provided	Exhibit 3, Section 2.1
<input type="checkbox"/>	Audited fiscal financial statements for all periods subsequent to the SOQ and unaudited interim financial statements	No forms are provided	Exhibit 3, Section 2.2
<input type="checkbox"/>	For publicly held companies, most recent SEC 10-K and any report filed on Form 10-Q or Form 8-K filed since the latest filed 10-K	No forms are provided	Exhibit 3, Section 2.2
<input type="checkbox"/>	Letter disclosing all material off balance sheet liabilities	No forms are provided	Exhibit 3, Section 2.2
<input type="checkbox"/>	Credit ratings	No forms are provided	Exhibit 3, Section 2.3
<input type="checkbox"/>	Statement/letter regarding material change in financial condition since submission of the SOQ and for next reporting period	No forms are provided	Exhibit 3, Section 2.4

Check Box	Proposal Component	Form (if any)	ITP Section Cross-Reference
<input type="checkbox"/>	Guarantor Commitment Letter(s) (if required)	Form T (Form B is also required for the Guarantor(s))	Section 5.3.3(b); Exhibit 3, Section 2.5

Check Box	Proposal Component	Form (if any)	ITP Section Cross-Reference
<input type="checkbox"/>	Volume III - Price Proposal		
	A copy of this checklist shall be submitted with the Price Proposal.		
<input type="checkbox"/>	Price Value Summary	Form M-1	Exhibit 4, Section 2.1
<input type="checkbox"/>	D&C Price Breakdown	Form M-1.1	Exhibit 4, Section 2.1
<input type="checkbox"/>	ATC Adjustments to Price	Form M-1.2	Exhibit 4, Section 2.1
<input type="checkbox"/>	Adjustments to D&C Price for Avoided Schematic ROW	Form M-1.3	Section 5.6.1; Exhibit 4, Section 2.1
<input type="checkbox"/>	Adjustments to D&C Price for Advancement or Delay of NTP 3	Form M-1.4	Section 5.6.2; Exhibit 4, Section 2.1
<input type="checkbox"/>	D&C Price Draws/Cash Flow Table	Form M-2	Exhibit 4, Section 2.1
<input type="checkbox"/>	Maintenance Price Summary	Form N-1	Exhibit 4, Section 2.2
<input type="checkbox"/>	Routine Maintenance Breakdown	Form N-1.1	Exhibit 4, Section 2.2
<input type="checkbox"/>	Capital Asset Replacement Work Breakdown	Form N-1.2	Exhibit 4, Section 2.2
<input type="checkbox"/>	Insurance Report (if applicable)	No forms are provided	Exhibit 4, Section 2.4

10. Summary and Organization of Pre-Proposal Submittals

Pre-Proposal Submittal Component	Form (if any)	ITP Section Cross-Reference
Request for ADOT approval of proposed changes in Proposer's organization	No form is provided	Sections 2.10
Request for ADOT approval of proposed change in Key Personnel <ul style="list-style-type: none"> Information for Proposed Change in Key Personnel Resumes for proposed change in Key Personnel 	No form is provided Form G No form is provided	Sections 2.10
Request for ADOT approval of credits reducing D&C Price for evaluation purposes due to avoidance of Schematic ROW parcels <ul style="list-style-type: none"> Map of avoided parcel or partial parcel Calculation of approximate avoided square footage Description of design elements or features to avoid parcels or partial parcels 	No forms are provided	Sections 2.4(d) and 5.6.1
Preliminary ATCs	No forms are provided	Section 3.3
ATCs	No forms are provided	Section 3.4
Stipend Agreement (Optional)	Exhibit 10	Section 6.3; Exhibit 10; Exhibit 2, Section 3.2.15

Exhibit 7

PROPOSER'S RFP COMMENT FORM LOOP 202 SOUTH MOUNTAIN FREEWAY PROJECT

Name of Proposer: _____

Proposer Address: _____

Proposer Contact Information: Individual: _____

Email Address: _____ Phone Number: _____

Comment Sheet ____ of ____ Sheets

NOTE: Categories are as follows:

- 1 = Potential "go/no-go" issue that, if not resolved in an acceptable fashion, may preclude the Proposer from submitting a Proposal.
- 2 = Major issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Proposer from submitting a Proposal.
- 3 = Issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue.
- 4 = Issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc.

Question or comment marked as "Y" in the "Confidential" column necessarily contains confidential or proprietary information, such as information regarding an ATC or Proposer's organization. ADOT reserves right to disagree as provided in ITP Section 2.3.1.

No.	Document	Section No.	Page No.	Line No.	Confidential?	Category	Question(s)/ Comment(s)/Suggested Revision(s)	Reserved for ADOT Response
	(Options: ITP, ITP Exhibit X, ITP Form X, DBMA, DBMA Exhibit X, TP, TPA X, RID Section X-X)	(For TP sections, indicate GP, DR, CR, or MR)			(Y or N)	(1, 2, 3 or 4)		

No.	Document (Options: ITP, ITP Exhibit X, ITP Form X, DBMA, DBMA Exhibit X, TP, TPA X, RID Section X-X)	Section No. (For TP sections, indicate GP, DR, CR, or MR)	Page No.	Line No.	Confidential? (Y or N)	Category (1, 2, 3 or 4)	Question(s)/Comment(s)/Suggested Revision(s)	Reserved for ADOT Response

Exhibit 8

RIGHT OF ENTRY PROCESS FOR STATE-OWNED PROPERTY

In order to access property owned by or in the possession of ADOT prior to the Proposal Due Date, Proposers must apply for an encroachment permit in the form that follows.

The process and requirements to apply are set forth in Arizona Administrative Code, Title 17, Chapter 3, Article 5.



ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION

ADOT Agreement Number: _____		<input checked="" type="checkbox"/> ECS <input type="checkbox"/> JPA <input type="checkbox"/> Other
PERMIT NUMBER: _____	ROUTE: _____	MILEPOST: _____
ADOT PROJECT NUMBER: _____		ADOT ENGINEERING STATION: _____
Name of Encroachment Owner: _____	Name of Authorized Agent / Applicant (<i>If other than the Encroachment Owner</i>): _____	
Mailing Address of Owner: _____	Mailing Address: _____	
City: _____	City: _____	
State: _____ Zip: _____	State: _____ Zip: _____	
Phone: _____	Phone: _____	
E-mail address: _____	Legal Relationship to Owner: <input type="checkbox"/> Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Authorized Employee <input type="checkbox"/> Engineer <input type="checkbox"/> Attorney <input type="checkbox"/> Other: _____	
Name of Local Point of Contact: _____		
Phone Number for Local Point of Contact: _____	E-mail Address: _____	
City (in or near) _____ Side of Highway: <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W (check one)		
Highway Route # _____ Approximately _____ Feet _____ <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W (check one) of Milepost # _____		
Encroachment Owner's Project # or Property Parcel #: _____		
Description of the proposed work or activity in the right-of-way: _____		
The Encroachment Owner will be the Permittee. By signing this application, the Encroachment Owner and the Owner's Agent acknowledge that the information given and statements made in this application are true and correct to the best of his/her knowledge. The Encroachment Owner agrees as the Permittee to accept the following General Obligations and Responsibilities as described on page 2 of the application. By accepting an approved encroachment permit, the Permittee agrees to the requirements described in the permit, to be responsible for all permit requirements, and to comply with ADOT's requirements as set out in the permit. An approved permit consists of but is not limited to this application and final supporting documentation approved by ADOT, and any requirements set by ADOT. NO WORK SHALL TAKE PLACE INSIDE THE RIGHT OF WAY WITHOUT AN APPROVED PERMIT ON SITE.		
Encroachment Owner (<i>Print Name and Sign</i>) _____		Date _____
Authorized Agent or Applicant: <i>If other than the Encroachment Owner (Print Name and Sign)</i> _____		Date _____

FOR ADOT USE
PERMIT TO USE STATE HIGHWAY RIGHT-OF-WAY

Authorized ADOT Name and Signature

Authorized ADOT Name and Signature

Issue Date

Permit work to be completed by:

GENERAL OBLIGATIONS AND RESPONSIBILITIES

THE PERMITTEE SHALL:

1. Assume all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, including indemnify, defend, and save harmless ADOT and the State of Arizona and any of its agents, directors, officers, employees from and against any and all claims, demands, suits, actions, proceedings, loss, costs, damages of every kind, or expenses, including court costs, reasonable attorney's fees and/or litigation expenses, and costs of claim processing and investigation, arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Permittee, any of its directors, officers, agents, employees, or volunteers, or its contractor or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the contractor's failure to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Permittee agrees to provide ADOT with a certificate(s) of insurance consistent with the requirements stated in the ADOT Permit Insurance Matrix. Permittee is also obligated to provide certificates for its contractor(s), if any. The required insurance shall be kept in force by the permittee and its contractors for the term of the permit and shall not expire, be cancelled or materially changed to affect coverage available to the State without thirty (30) days written notice to the State. Automobile and worker's compensation coverage requirements are dependent upon the use of employees and autos for the encroachment activity. Please refer to the Matrix to determine requirements for coverage, limits, language and other insurance related items specific to each permit. Contractor's certificates shall include all subcontractors assureds under its policies, or Contractor shall collect from each of its subcontractors a certificate that meets or exceeds the requirements for a Contractor as outlined in the Matrix. Contractor agrees to maintain and make available to ADOT all subcontractors' certificates upon demand. ADOT reserves the right to require an increase or allow a decrease in insurance limits or coverage based on the risks and financial exposure arising out of the event or activity proposed in the permit application. The Encroachment Permit is issued upon the expressed condition that ADOT and The State of Arizona does not protect or insure against loss of personal property or improvements owned by Permittee. Permittee waives the right to claim damages from ADOT and the State of Arizona for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils that is not the direct result of negligence by ADOT or the State of Arizona.
2. Comply with Environmental Laws.
 - A. Environmental Laws refers collectively to any and all federal, state, or local statute, law, ordinance, code, rule, regulation, permit, order, or decree regulating, relating to, or imposing liability or standards of conduct on a person discharging, releasing or threatening to discharge or release or causing the discharge or release of any hazardous or solid waste or any hazardous substance, pollutant, contaminant, water, wastewater or storm water, and specifically includes, but is not limited to: The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Toxic Substances Control Act; the Clean Water Act (CWA); the Clean Air Act; the Occupational Safety and Health Act; the Arizona Water Quality Act Revolving Fund Act, the Arizona Hazardous Waste Management Act, any applicable National Pollutant Discharge Elimination System (NPDES) or Arizona Pollution Discharge Elimination System (AZPDES) permit, any applicable CWA Section 404 permit, or any local pretreatment or environmental nuisance ordinance.
 - B. Specifically agree that in the course of performing any activity for which this Permit is necessary:
 - i. To comply with any and all Environmental Laws;
 - ii. To ensure that no activity under this Permit shall cause ADOT to be in violation of any Environmental Laws;
 - iii. That if the Permittee fails or refuses to comply with any Environmental Laws, or causes ADOT to be in violation of any Environmental Laws, ADOT may at its sole and unreviewable discretion, (1) revoke this Permit; (2) require the Permittee to undertake corrective or remedial action to address any release or threatened release or discharge of the hazardous substance, pollutant or contaminant, water, wastewater or storm water; and (3) expressly consents to entry of injunctive relief to enforce any listed remedies.
 - iv. To indemnify ADOT for any losses, damages, expenses, penalties, liabilities or claims of any nature whatsoever suffered by or asserted against ADOT as a direct or indirect result of the disposal, escape, seepage, leakage, spillage, discharge, emission, or release of any hazardous waste, solid waste, hazardous substance, pollutant or contaminant, water, wastewater or storm water and losses, damages, expenses, penalties, liabilities and claims asserted or arising under the Environmental Laws, or for ADOT's costs in undertaking corrective action pursuant to an order of or settlement with a duly authorized regulatory agency or injured third party or for any penalties associated with Permittee's activities;
3. Be responsible for any repair or maintenance work and repair any aspect or condition of the encroachment that causes danger or hazard to the traveling public, for the duration of the encroachment and must perform such work under the appropriate encroachment permit authorization;
4. Comply with ADOT's traffic control standards with an ADOT approved traffic control plan;

5. Obtain written approval from the abutting property owner (and/or underlying fee owner where ADOT owns its right of way by easement) if the encroachment encroaches on abutting property owned by someone other than the permittee (and/or on underlying fee land owned by someone other than the permittee where ADOT owns its right of way by easement). In any case and at the Department's discretion; ADOT may require written approval from the abutting property owner prior to issuance of the encroachment permit.
6. ADOT reserves the right to require the permittee to perform any repairs necessary to the encroachment throughout the life of the encroachment;
7. Remove the encroachment and restore the right-of-way to its original or better condition if ADOT cancels the encroachment permit, and terminates all rights under the permit, or if the project terminates for any reason beyond ADOT's control;
8. Reimburse ADOT for costs incurred or deposit with ADOT money necessary to cover all costs incurred for activities related to the encroachment, such as inspections, restoring the right-of-way to its original or better condition, removing the encroachment, or repair encroachment to originally permitted condition and comply with ADOT's bond policy as applicable;
9. Notify a new owner to apply for an encroachment permit, as required by Arizona Administrative Rule R17-3-502(D);
10. Apply for a new encroachment permit if the use of the permitted encroachment or the use of adjoining property changes;
11. Keep a copy of the encroachment permit at the work site or site of encroachment activity;
12. Construct the encroachment according to attached Specifications, Standards and the plans approved by ADOT as part of the final permit; any changes shall be approved by ADOT prior to implementation;
13. Obtain all required permits from other government agencies or political subdivisions;
14. Remove any defective materials, or materials that fail to pass ADOT's final inspection, and replace with materials ADOT specifies.
15. Have the right to a hearing as prescribed in Arizona Administrative Code, R17-3-509 if the permit application is denied;
16. Understand that once issued, the permit is revocable and subject to modification or abrogation by ADOT at any time, without prejudice.

By accepting an approved encroachment permit, the Permittee agrees to the requirements described in the permit, to be responsible for all permit requirements, and to comply with ADOT's requirements as set out in the permit. NO WORK SHALL TAKE PLACE INSIDE THE RIGHT OF WAY WITHOUT AN APPROVED PERMIT ON SITE. I have read and understand the above requirements: Initial _____ Date _____

Exhibit 9

FORMS OF PERFORMANCE AND PAYMENT BONDS

Exhibit 9-1	Form of D&C Performance Bond ¹
Exhibit 9-2	Form of D&C Payment Bond ¹
Exhibit 9-3	Form of Multiple Obligee Rider for D&C Performance Bond
Exhibit 9-4	Form of Multiple Obligee Rider for D&C Payment Bond

¹ If the bond is to secure the performance or payment obligations of the Lead Subcontractor rather than Developer, then:

- (a) the form of bond shall be revised to reflect the Lead Subcontractor as the “Principal” or “Contractor”, Developer in place of ADOT as the bond obligee, and the Subcontract with the Lead Subcontractor as the “Agreement”;
- (b) the form of payment bond set forth as Exhibit 9-2 shall be revised to reflect that it inures to the benefit of all persons supplying labor or materials to the Lead Subcontractor or the Lead Subcontractor’s subcontractors; and
- (c) the multiple obligee riders in the forms set forth as Exhibit 9-3 and Exhibit 9-4, as applicable, must be provided that identify ADOT as the “Ultimate Obligee.”

Further, if Developer has a direct Subcontract for any portion of the D&C Work with a Subcontractor in addition to the Lead Subcontractor, and Developer is not the Principal under the bonds, then Developer shall provide bonds from the Lead Subcontractor and each such additional Subcontractor, as provided in Section 6.1.2(j) of the ITP.

Exhibit 9-1

FORM OF D&C PERFORMANCE BOND

Loop 202 South Mountain Freeway Project

Bond No. _____

WHEREAS, the Arizona Department of Transportation (“Obligee”), has awarded _____ to _____, a _____ (“Principal”), a Design-Build-Maintain Agreement for the Loop 202 South Mountain Freeway Project, duly executed and delivered as of _____, 201_ (the “Agreement”), on the terms and conditions set forth therein; and

WHEREAS, upon award of the Agreement, Principal is required to furnish a bond (this “Bond”) guaranteeing the faithful performance of its obligations related to the D&C Work under the Contract Documents.

NOW, THEREFORE, Principal and _____ (“Surety”), holder of a certificate of authority to transact surety business in the State of Arizona, are held and firmly bound unto Obligee in the amount of \$250,000,000.00 (the “Bonded Sum”), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT, if Principal shall promptly and faithfully perform and fulfill all of its undertakings, covenants, terms, conditions, agreements and obligations under the Contract Documents, including any and all alterations, modifications, amendments and supplements to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, then the obligations under this Bond shall be null and void; otherwise this Bond shall remain in full force and effect. Obligee shall release this Bond upon the occurrence of all of the conditions to release set forth in Section 10.1.1 of the Agreement.

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

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Agreement.

2. This Bond specifically guarantees the performance of each and every obligation of Principal related to the D&C Work under the Contract Documents, as they may be amended and supplemented, including but not limited to, its liability for Liquidated Damages, Noncompliance Charges and other amounts owing from Principal to Obligee as specified in the Contract Documents, but not to exceed the Bonded Sum.

3. The guarantees contained herein shall survive Final Acceptance of the Work called for in the Contract Documents with respect to those obligations of Principal related to the D&C Work which survive such Final Acceptance.

4. Whenever Principal shall be, and is declared by Obligee to be, in default under the Contract Documents, provided that Obligee is not then in material default thereunder, Surety shall:

a. promptly arrange for Principal to perform and complete the obligations under the Contract Documents; or

b. promptly perform and complete the obligations of Principal under the Contract Documents in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors; or

c. promptly obtain bids or negotiated proposals from qualified contractors acceptable to Obligee for a contract for performance and completion of the D&C Work, through a procurement process approved by Obligee, arrange for a contract to be prepared for execution by Obligee and the contractor selected with Obligee's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement, and pay to Obligee the amount of damages as described in Paragraph 6 of this Bond in excess of the unpaid balance of the D&C Price incurred by Obligee resulting from Principal's default; or

d. not later than 30 days after Obligee notifies Surety that it has declared the Principal in default, deliver to Obligee written notice waiving Surety's right to perform and complete, to arrange for completion and to obtain a new contractor, and either (i) agreeing to pay Obligee the amount for which Surety may be liable to Obligee as soon as practicable after the amount is determined by agreement or otherwise, with interest thereon as provided by law, or (ii) denying liability in whole or in part and explaining all reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 of this Bond with reasonable promptness or, as to Paragraph 4.d, within the time stated, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from Obligee to Surety demanding that Surety perform its obligations under this Bond, and Obligee shall be entitled to enforce any remedy available to Obligee. If Surety proceeds as provided in Subparagraph 4.d of this Bond, and Surety fails to promptly make payment of the full amount due or Surety has denied liability, in whole or in part, then Obligee shall be entitled to enforce any remedy available to Obligee without further notice.

6. If Surety elects to act under Subparagraph 4.a, 4.b, or 4.c above, then the responsibilities of Surety to Obligee shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Obligee to Surety shall

not be greater than those of the Obligee under the Agreement. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance of the D&C Price to mitigation costs and damages on the Agreement, Surety is obligated without duplication for:

- a. the responsibilities of Principal for correction of defective work and completion of the D&C Work;
- b. actual damages, including additional legal, design, engineering, professional and delay costs, to the extent available at law, resulting from Principal's default, or resulting from the actions or failure to act of Surety under Paragraph 4 of this Bond; and
- c. Liquidated Damages and Noncompliance Charges under the Agreement.

7. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond, provided that the aggregate dollar amount of ADOT-Directed Changes, without the Surety's prior written consent thereto having been obtained, does not increase the Price by more than \$_____ ***[Insert amount that is 10% of the D&C Price]***. Surety waives notice of any alteration, modification, supplement or extension of time other than Supplemental Agreements for ADOT-Directed Changes in excess of such amount.

8. Each of Principal, Surety and Obligee shall bear its own attorneys' fees and expenses incurred in connection with any suit on this Bond, regardless of the outcome. Each of Principal, Surety and Obligee hereby waives Arizona Revised Statutes section 12-341.01 and all benefits thereof. Each of Principal, Surety and Obligee acknowledges that it understands the provisions and effect of such statute, has consulted with legal counsel regarding such waiver, and willingly grants such waiver.

9. Correspondence or claims relating to this Bond should be sent to Surety at the following address:

10. No right of action shall accrue on this Bond to or for the use of any entity other than Obligee and any Obligee named in a multiple obligee rider to this Bond or their respective successors and assigns.

IN WITNESS WHEREOF, Principal and Surety have caused this Bond to be executed and delivered as of _____, 201__.

Principal:

By: _____
Its: _____
(Seal)

Surety:

By: _____
Its: _____
(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

SURETY

or secretary attest

By: _____
Name
Title:
Address:

Exhibit 9-2

FORM OF D&C PAYMENT BOND

Loop 202 South Mountain Freeway Project

Bond No. _____

WHEREAS, the Arizona Department of Transportation (“Obligee”), has awarded _____ to _____, a _____ (“Principal”), a Design-Build-Maintain Agreement for the Loop 202 South Mountain Freeway Project, duly executed and delivered as of _____, 201_ (the “Agreement”), on the terms and conditions set forth therein; and

WHEREAS, upon award of the Contract, Principal is required to furnish a bond (this “Bond”) guaranteeing payment of claims in relation to the D&C Work.

NOW, THEREFORE, Principal and _____, a _____ (“Surety”), holder of a certificate of authority to transact surety business in the State of Arizona, are held and firmly bound unto Obligee in the amount of \$250,000,000.00 (the “Bonded Sum”), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT, if Principal shall fail to pay any monies due to any person supplying labor or materials to Principal, the Lead Subcontractor or the Lead Subcontractor’s subcontractors with respect to the D&C Work, then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this Bond shall be null and void upon the occurrence of all of the conditions to release set forth in Section 10.1.2 of the Agreement.

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

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the Agreement.

2. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond, provided that the aggregate dollar amount of ADOT-Directed Changes without the Surety’s prior written consent thereto having been obtained, does not increase the Price by more than \$[_____] ***[Insert amount that is 10% of the D&C Price]***. Surety waives notice of any alteration, modification, supplement or

extension of time other than Supplemental Agreements for ADOT-Directed Changes in excess of such amount.

3. The prevailing party in a suit on this Bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

4. Correspondence or claims relating to this Bond should be sent to Surety at the following address:

5. This Bond shall inure to the benefit of all any person supplying labor or materials to Principal, the Lead Subcontractor or the Lead Subcontractor's subcontractors with respect to the D&C Work so as to give a right of action to such persons and their assigns in any suit brought upon this Bond.

IN WITNESS WHEREOF, Principal and Surety have caused this Bond to be executed and delivered as of _____, 201__.

Principal:

By: _____
Its: _____
(Seal)

Surety:

By: _____
Its: _____
(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

SURETY

or secretary attest

By: _____
Name
Title:
Address:

Exhibit 9-3

FORM OF MULTIPLE OBLIGEE RIDER FOR D&C PERFORMANCE BOND

This Rider is executed concurrently with and shall be attached to and form a part of D&C Performance Bond No. _____ (the "Performance Bond").

WHEREAS, on or about the ____ day of _____, 20____, _____, (the "Principal"), entered into a written agreement bearing the date of _____, 20____ (the "Agreement") with _____, (the "Primary Oblige") for the performance of D&C Work for the Loop 202 South Mountain Freeway Project (the "Project"); and

WHEREAS, Primary Oblige requires that Principal provide the Performance Bond and that the Arizona Department of Transportation ("ADOT") be named as an additional obligee under the Performance Bond; and

WHEREAS, Principal and Surety have agreed to execute and deliver this Rider concurrently with the execution of D&C Performance Bond upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows: ADOT is hereby added to the Performance Bond as a named obligee (the "Ultimate Oblige").

Surety shall not be liable under the Performance Bond to Primary Oblige, Ultimate Oblige, or either of them, unless Primary Oblige, Ultimate Oblige, or either of them, shall make payments to Principal (or in the case Surety arranges for completion of the Agreement, to Surety) in accordance with the terms of the Agreement as to payments and shall perform all other obligations to be performed under the Agreement in all material respects at the time and in the manner therein set forth such that no material default by Primary Oblige shall have occurred and be continuing under the Agreement.

The aggregate liability of Surety under the Performance Bond to Primary Oblige and Ultimate Oblige is limited to the penal sum of the Performance Bond. Ultimate Oblige's rights hereunder are subject to the same defenses, except defenses available under bankruptcy law, that Principal and/or Surety have against Primary Oblige, provided that Ultimate Oblige has received notice and 60 days prior opportunity to cure breach or default by Primary Oblige under the Agreement. The total liability of Surety shall in no event exceed the amount recoverable from Principal by Primary Oblige under the Agreement.

The rights of Primary Oblige under the Performance Bond are subordinate in all respects to Ultimate Oblige's rights hereunder. Primary Oblige shall have no right to

receive any payments under the Performance Bond and the Surety shall make any and all payments under the Performance Bond to Ultimate Obligee.

In the event of a conflict between the Performance Bond and this Rider, this Rider shall govern and control. All references to the Performance Bond, either in the Performance Bond or in this Rider, shall include and refer to the Performance Bond as supplemented and amended by this Rider. Except as herein modified, the Performance Bond shall be and remains in full force and effect.

Signed, sealed and dated this ____ day of _____, 201__.

Principal:

By: _____
Its: _____
(Seal)

Surety:

By: _____
Its: _____
(Seal)

Exhibit 9-4

FORM OF MULTIPLE OBLIGEE RIDER FOR D&C PAYMENT BOND

This Rider is executed concurrently with and shall be attached to and form a part of D&C Payment Bond No. _____ (the "Payment Bond").

WHEREAS, on or about the ____ day of _____, 20____, _____, (the "Principal"), entered into a written agreement bearing the date of _____, 20____ (the "Agreement") with _____, (the "Primary Obligee") for the performance of the D&C Work for the Loop 202 South Mountain Freeway Project (the "Project"); and

WHEREAS, Primary Obligee requires that Principal provide the Payment Bond and that the Arizona Department of Transportation ("ADOT") be named as an additional obligee under the Payment Bond; and

WHEREAS, Principal and Surety have agreed to execute and deliver this Rider concurrently with the execution of the Payment Bond upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows: ADOT is hereby added to the Payment Bond as a named obligee (the "Ultimate Obligee").

Surety shall not be liable under the Payment Bond to Primary Obligee, Ultimate Obligee, or either of them, unless Primary Obligee, Ultimate Obligee, or either of them, shall make payments to Principal (or in the case Surety arranges for completion of the Agreement, to Surety) in accordance with the terms of the Agreement as to payments and shall perform all other obligations to be performed under the Agreement in all material respects at the time and in the manner therein set forth such that no material default by Primary Obligee shall have occurred and be continuing under the Agreement.

The aggregate liability of Surety under this Payment Bond to Primary Obligee and Ultimate Obligee is limited to the penal sum of the Payment Bond. Ultimate Obligee's rights hereunder are subject to the same defenses, except defenses available under bankruptcy law, that Principal and/or Surety have against Primary Obligee, provided that Ultimate Obligee has received notice and 60 days prior opportunity to cure breach or default by Primary Obligee under the Agreement. The total liability of Surety shall in no event exceed the amount recoverable from Principal by Primary Obligee under the Agreement.

The rights of Primary Obligee under the Payment Bond are subordinate to Ultimate Obligee's rights hereunder. Primary Obligee shall have no right to receive any payments under the Payment Bond and Surety shall make any and all payments under the Payment Bond to Ultimate Obligee.

In the event of a conflict between the Payment Bond and this Rider, this Rider shall govern and control. All references to the Payment Bond, either in the Payment Bond or in this Rider, shall include and refer to the Payment Bond as supplemented and amended by this Rider. Except as herein modified, the Payment Bond shall be and remains in full force and effect.

Signed, sealed and dated this ____ day of _____, 201__.

Principal:

By: _____
Its: _____
(Seal)

Surety:

By: _____
Its: _____
(Seal)

Exhibit 10
FORM OF STIPEND AGREEMENT

(see attached)

STIPEND AGREEMENT
(Loop 202 South Mountain Freeway)

THIS STIPEND AGREEMENT is made and entered into as of this _____ day of July 2015, by and between the Arizona Department of Transportation ("ADOT") and _____, a _____ ("Proposer"), with reference to the following facts:

A. Proposer is one of the shortlisted proposers eligible to submit Proposals for the Loop 202 South Mountain Freeway Project (the "Project"), and wishes to submit a Proposal in response to the Request for Proposals for the Project issued by ADOT on June 12, 2015 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

B. The RFP requires each shortlisted proposer to execute and deliver to ADOT a Stipend Agreement by the date specified in the RFP, as a condition to the proposer's eligibility to receive a stipend in accordance with Section 6.3 of the Instructions to Proposers ("ITP").

NOW, THEREFORE, ADOT and the Proposer hereby agree as follows:

1. PERFORMANCE AND WORK PRODUCT

(a) Subject to the provisions of the DBM Agreement regarding ownership of DPDs, and except in circumstances where the stipend amount under Section 2(b) is \$0:

(i) all work product of Proposer and its team members contained in its Technical Proposal or generated by or on behalf of Proposer for the purpose of developing its Technical Proposal (including technologies, techniques, methods, processes, drawings, reports, plans, specifications, information, documents, concepts (including ATCs), ideas, data and information gathered and reports prepared from any surveys or site investigations by or on behalf of Proposer, and other materials in the Technical Proposal) (collectively the "Work Product") shall be considered work for hire; and

(ii) the Work Product shall become the property of ADOT which ADOT may use at its sole discretion and risk, without restriction or limitation.

(b) Neither Proposer nor any of its team members shall copyright any of the Work Product.

2. COMPENSATION AND PAYMENT

(a) Subject to the terms of this Section 2 and Section 6.3 of the ITP, ADOT agrees to pay Proposer for the Work Product a lump sum stipend equal to the lesser of (i) \$2,000,000 (the "Maximum Stipend Amount") and (ii) the full amount of Proposer's actual, reasonable and documented out-of-pocket development costs actually incurred

and paid by Proposer with respect to preparing Proposer's Technical Proposal (which costs ADOT has determined are a reasonable measure of the value of the Work Product received); provided, however, if ADOT cancels the procurement after official issuance of the RFP but prior to the Proposal Due Date, then the applicable Maximum Stipend Amount shall equal the following:

Cancellation Notice Emailed to Proposers:	Maximum Stipend Amount
Prior to official issuance of RFP	\$0
After official issuance of RFP and on or prior to official issuance of Addendum 1 to the RFP	\$0
After official issuance of Addendum 1 to the RFP and on or prior to 30 days after the deadline for submission of ATCs, as such deadline may be extended	\$1,000,000
31 days after deadline for submission of ATCs, as such deadline may be extended, and on or prior to 60 days after such deadline	\$1,500,000
61 or more days after deadline for submission of ATCs, as such deadline may be extended	\$2,000,000

(b) As a condition to Proposer's entitlement to this payment, Proposer shall deliver to ADOT all Work Product that Proposer has developed for the Project. ADOT shall be under no obligation to make this payment if Proposer withholds Work Product that is not otherwise exempt from submittal under this Stipend Agreement or the RFP.

(c) Notwithstanding Section 2(a), no stipend shall be payable to a Proposer in the following circumstances:

(i) if ADOT withdraws the RFP prior to the deadline for submission of ATCs, as such deadline may be extended;

(ii) if Proposer withdraws from the procurement at any time prior to the Proposal Due Date, or fails to submit a Proposal;

(iii) if the Proposal is submitted after the deadline on the Proposal Due Date or is submitted by such deadline but determined by ADOT in its good faith discretion to be non-responsive, and/or to not achieve a passing score on any of the pass/fail criteria in Section 5.3 of the ITP. A "responsive" Proposal means a Proposal submitted by a shortlisted proposer which conforms in all material respects to the requirements of the RFP, as determined by ADOT in its good faith discretion;

(iv) if Proposer has not fully complied with the terms and conditions of the RFP, including any circumstance that under the terms and conditions of the RFP entitles ADOT to draw on the Proposer's Proposal Security;

(v) if Proposer has not fully complied with the terms and conditions set forth in this Stipend Agreement, including delivery to ADOT of an invoice, an executed transfer of rights, release of claims and waiver of protest, and all Work Product, in accordance with the conditions set forth in Section 2(d);

(vi) if Proposer has filed a protest, including any protest of a cancellation of the procurement, or any statement in support of another Proposer's protest, except a protest under Section 8.1(a) of the ITP that is resolved through ADOT's issuance of an Addendum; or

(vii) if Proposer is selected for conditional or final award (whether as the Preferred Proposer or next best value Proposer) and it:

(A) ADOT proceeds with final award as described in the RFP; or

(B) Proposer fails to satisfy the award conditions set forth in Section 6.1.1(b), (c) and (d) of the ITP or fails to proceed with final award as described in the RFP for any reason (including failure to negotiate in good faith) other than (I) failure of one or more express closing contingencies for the benefit of Proposer that are set forth in the RFP, the failure of which does not arise out of or result from the acts, omissions, negligence, fraud, breach of contract or law or willful misconduct of Proposer; or (II) ADOT's election to cancel the procurement after the Proposal Due Date, which election does not arise out of or result from the acts, omissions, negligence, fraud, breach of contract or law or willful misconduct of the Proposer.

(d) ADOT will make payment within 30 days after ADOT receives, within the applicable time frame set forth in Section 2(e) below:

(i) a proper invoice, in the form attached to this Agreement as Attachment 1, with supporting documentation of Proposer's claimed costs;

(ii) an executed irrevocable transfer of rights, full release of all claims and waiver of protest against ADOT, in the form attached to this Agreement as Attachment 2; and

(iii) the Work Product.

(e) Proposer may submit the invoice with supporting documentation, transfer of rights, release of claims and waiver of protest conditioned on receipt of ADOT's payment, and Work Product only within the following applicable time frame:

(i) If ADOT cancels the procurement prior to or following the Proposal Due Date, then no earlier than the date of notice of cancellation and no later than 120 days after the date of the notice of cancellation;

(ii) If ADOT does not cancel the procurement but the time period for award stated in the RFP (plus any extension thereof by mutual agreement of the apparent best value Proposer and ADOT, as set forth in emailed notice from ADOT) expires, then no earlier than the date such time period expires and no later than 120 days after the date such time period expires; or

(iii) If ADOT does not cancel the procurement and awards the DBM Agreement to another proposer within the time period for award stated in the RFP (plus any extension thereof by mutual agreement of the apparent best value Proposer and ADOT, as set forth in emailed notice from ADOT), then no earlier than 30 days and no later than 120 days after notice of final award, including execution of the DBM Agreement, is emailed to Proposer.

3. INDEMNITIES; DISCLAIMERS

(a) Proposer agrees that it will indemnify, defend, protect and hold harmless ADOT and all of ADOT's board members, officers, agents, representatives, and employees from any claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including attorneys' fees and costs) to the extent arising out of (i) any acts, actions, neglect, omissions, fault, willful misconduct, violation of law or breach by Proposer, its agents, employees, or contractors or subcontractors during the performance of this Stipend Agreement, whether direct or indirect, and whether to any person or property to which ADOT or said parties may be subject, except that neither Proposer nor any of its contractors will be liable under this section for any claim, loss, damage, cost, judgment, fee, penalty, charge or expense arising out of injury or damage to persons or property directly caused or resulting from the comparative negligence of ADOT or any of its board members, officers, agents, or employees, or (ii) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents, propriety information, know-how, copyright rights or inventions in connection with the Work Product, except that this indemnity shall not apply to any infringement to the extent resulting from ADOT's failure to comply with specific written instructions regarding use provided to ADOT by Proposer.

(b) Proposer's obligation to indemnify, defend, protect and pay for the defense or, at ADOT's option, to participate and associate with ADOT in defense of any claim and any related settlement negotiations, shall be triggered by ADOT's notice of claim for indemnification to Proposer. Only a final and non-appealable order or judgment specifically finding ADOT negligent shall excuse performance of this provision, and then only to the extent of ADOT's comparative liability. Proposer shall pay all costs and fees related to this obligation and its enforcement by ADOT. ADOT's failure to notify Proposer of a claim shall not release Proposer of the above duty to indemnify.

(c) ADOT's use of the Work Product shall be at ADOT's sole discretion and risk, and in no way shall be deemed to confer liability or indemnity obligation on Proposer. Proposer shall not be liable to ADOT or any other person for any claim, loss, damage, cost, judgment, fee, penalty, charge or expense (including attorneys' fees and costs) to the extent arising out of or resulting from use of Work Product by ADOT, Developer or any of their respective board members, officers, agents or employees. Except as set forth in the invoice, Proposer makes no warranty or representation, express or implied, regarding the Work Product or its suitability for any intended purpose. The provisions of this clause (c) shall not, however, negate or limit Developer's indemnities in Section 3(a) above.

4. COMPLIANCE WITH LAWS

(a) Proposer acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to ADOT during this procurement process are, upon their receipt by ADOT, subject to the Public Records Act (Arizona Revised Statutes title 39).

(b) Proposer shall comply with all federal, state, and local laws; ordinances; rules; and regulations applicable to the work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Stipend Agreement.

(c) Proposer agrees to incorporate the provisions of this Section 4 in any subcontract into which it might enter with reference to the work performed pursuant to this Stipend Agreement.

5. EARLY TERMINATION

This Stipend Agreement may be terminated by ADOT, in its sole discretion, in whole or in part, at any time. In the event of such termination, ADOT will owe no payment, except as provided in Section 2.

6. ASSIGNMENT

Proposer shall not assign, transfer, pledge, sell, or otherwise convey this Stipend Agreement without ADOT's prior written consent, in its sole discretion. Any assignment of this Stipend Agreement without such consent shall be null and void and may, in ADOT's sole discretion, disqualify Proposer from further consideration for the procurement and Project.

7. MISCELLANEOUS

(a) Proposer and ADOT agree that Proposer, its equity owners, team members, and their respective employees are not agents or representatives of, or joint venturers with, ADOT as a result of this Stipend Agreement.

(b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

(c) This Stipend Agreement, together with the RFP, embody the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Stipend Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.

(d) It is understood and agreed by the parties hereto that if any part, term, or provision of this Stipend Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Stipend Agreement did not contain the particular part, term, or provisions to be invalid.

(e) This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The venue for any proceeding relating to this Stipend Agreement shall be in the Superior Court for Maricopa County, Arizona.

(f) This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Stipend Agreement has been executed and delivered as of the day and year first above written.

ARIZONA DEPARTMENT OF
TRANSPORTATION

By: _____
Name: _____
Title: _____

Proposer

By: _____
Name: _____
Title: _____

Attachment 1 to Stipend Agreement

FORM OF INVOICE FOR STIPEND

Reference is made to that Request for Proposals, Loop 202 South Mountain Freeway, TRACS No. 202 MA 054 H882701C, issued on _____, 2015, (as amended, the "ITP") by the Arizona Department of Transportation ("ADOT").

Reference is also made to that certain Stipend Agreement (the "Stipend Agreement") dated as of _____, 2015, by and between ADOT and _____ ("Proposer").

Capitalized terms used, but not defined, herein shall have the meanings ascribed in the ITP.

1. Pursuant to Section 6.3 of the ITP and the Stipend Agreement, Proposer hereby requests payment of _____ U.S. dollars (\$_____), reflecting the lesser of (a) the applicable Maximum Stipend Amount stated in Section 2(a) of the Stipend Agreement and (b) the full amount of Proposer's actual, reasonable and documented out-of-pocket development costs actually incurred and paid by such Proposer with respect to preparing Proposer's Technical Proposal.
2. Attached to this invoice are (a) an executed irrevocable Work Product Transfer of Rights, Release of Claims and Waiver of Protest in the form of Attachment 2 to the Stipend Agreement and (b) supporting documentation for such costs. Proposer represents and warrants to ADOT that the Work Product Transfer of Rights, Release of Claims and Waiver of Protest has been duly and validly executed and delivered to ADOT and is in full force and effect
3. Proposer represents and warrants to ADOT that Proposer is eligible for payment pursuant to the Stipend Agreement and Section 6.3 of the ITP.
4. Proposer acknowledges that submission of this invoice, and payment by ADOT of any amount in response to this invoice, is in all respects subject to the terms and conditions of the ITP, Stipend Agreement and the other RFP Documents.

CERTIFICATION

The undersigned Proposer hereby certifies that this entire invoice and all other supporting documentation are each, and collectively, true, correct and complete.

PROPOSER: _____

By: _____
Name: _____
Title: _____

Attachment 2 to Stipend Agreement

WORK PRODUCT TRANSFER OF RIGHTS, RELEASE OF CLAIMS AND WAIVER OF PROTEST

The undersigned Proposer certifies and agrees on behalf of itself, its Equity Members, Major Non-Equity Members and all other members of the Proposer team, as follows:

1. Proposer has received and agreed to an offer from the Arizona Department of Transportation (“ADOT”) for the payment of a stipend in an amount, under certain circumstances, and subject to the terms and conditions set forth in the Stipend Agreement between ADOT and the Proposer and in the Instructions to Proposals issued by ADOT on _____, 2015 (as amended, the “ITP”), respecting the procurement of a design-build-maintain agreement for the SR 202L South Mountain Freeway Project, including Section 6.3 of the ITP.
2. Proposer has reviewed the provisions set forth in the Stipend Agreement and this Work Product Transfer of Rights, Release of Claims and Waiver of Protest and expressly recognizes and agrees to be bound by the provisions set forth therein and herein.
3. The materials, data, documents and information that Proposer has delivered to ADOT on or prior to the date hereof constitute the complete and entire Work Product, as defined in the Stipend Agreement.
4. Proposer is eligible to receive all or a portion of the total amount available for a stipend from ADOT for the Work Product tendered to ADOT pursuant to the Stipend Agreement and the ITP.
5. Upon Proposer’s receipt of the amount of the stipend as prescribed under the Stipend Agreement and Section 6.3 of the ITP, Proposer and all its Equity Members, Major Non-Equity Members and all other members of the Proposer team:
 - (a) transfer all right, title and interest in and to the Work Product to ADOT, except Work Product that is expressly required to be returned to the Proposer under the RFP;
 - (b) waive all rights to protest the procurement of the Project, all rights to support another Proposer’s protest, and all acts and omissions of ADOT relating to the procurement of the Project; and
 - (c) fully, unconditionally and irrevocably release and waive all claims against ADOT arising out of or relating to ADOT’s use of the Work Product, subject to the disclaimers set forth in Section 3(c) of the Stipend Agreement and except Work Product that is expressly required to be returned to the Proposer under the RFP.

6. Upon Proposer's receipt of the amount of the stipend as prescribed under the Stipend Agreement and Section 6.3 of the ITP, ADOT shall have all right, title and interest in and to, and be entitled to use, all the Work Product, without any notice, further compensation or consideration to Proposer, but subject to the disclaimers set forth in Section 3(c) of the Stipend Agreement. This right shall extend to allow ADOT to use such Work Product in the performance of its functions.

Capitalized terms used, but not defined, herein shall have the meanings ascribed in the ITP.

Date: _____

Proposer: _____

Signature: _____

Name: _____

Title: _____

Document comparison by Workshare Compare on Tuesday, September 15, 2015 10:42:20 AM

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Moved cell	
Split/Merged cell	
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