

Form A

**ARIZONA DEPARTMENT OF TRANSPORTATION
SR 202L SOUTH MOUNTAIN FREEWAY PROJECT
INSTRUCTIONS TO PROPOSERS**

PROPOSAL LETTER

PROPOSER: _____

Proposal Date: [_____], 2015

Arizona Department of Transportation
Contracts and Specifications Section
1651 W. Jackson, MD 121F
Phoenix, Arizona 85007-3212

Attn: Mr. Rimpal Shah, Procurement Manager

The undersigned (“Proposer”) submits the enclosed Proposal (this “Proposal”), dated _____, 2015 in response to that certain Request for Proposals (the “RFP”) issued by the Arizona Department of Transportation (“ADOT”), dated June 12, 2015 for a Design-Build-Maintain Agreement to develop, design, construct, and provide comprehensive maintenance for the SR 202L South Mountain Freeway (the “Project”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

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

- Proposal Security
- Volume I: Technical Proposal
- Volume II: Financial Proposal
- Volume III: Price Proposal

Proposer acknowledges receipt of all materials that ADOT has delivered to Proposer via email or other electronic format as set forth in Section 2.7.1 of the Instructions to Proposers (“ITP”), and the following Addenda and sets of questions and answers to the RFP:

[Proposer to list any addenda to this RFP prior to executing Form A.]

[Proposer to list ADOT’s answers issued in response to Proposers’ questions (by dates on which ADOT issued answers and the question/answer numbers).]

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

- (a) to keep this Proposal open for acceptance initially for 210 days after the Proposal Due Date, and if the undersigned is notified within such 210-day period that it is the next best value Proposer, for an additional 60 days, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of ADOT, in ADOT's sole discretion; and
- (b) if this Proposal is accepted, to provide security (including bonds, insurance and guaranties) for the due performance of the Contract Documents, as stipulated in the Contract Documents and the RFP.

If selected by ADOT as the Preferred Proposer, Proposer agrees to do the following or to cause Developer to do the following:

- (a) if requested by ADOT in its sole discretion, enter into good faith negotiations with ADOT regarding the terms of the Contract Documents, in accordance with the requirements of the RFP Documents;
- (b) enter into the Contract Documents without varying or amending its terms (except if requested by ADOT in its sole discretion) and satisfy all other conditions to award of the Contract Documents; and
- (c) perform its obligations as set forth in the ITP and the Contract Documents, including compliance with all commitments contained in this Proposal.

Proposer certifies that:

- (a) Proposer submits this Proposal without reservation, qualification, assumptions or conditions;
- (b) Proposer has carefully examined and is fully familiar with the Project site and all of the provisions of all RFP Documents;
- (c) Proposer has received, reviewed and fully considered all materials that ADOT has delivered via email or other electronic format, all Addenda, and all questions and all of ADOT's responses to questions;
- (d) to the best of its knowledge and belief, all information from Proposer or its team members contained in the Proposal, and information submitted concurrently or in supplemental documents with the Proposal, is complete, current and true;

- (e) Proposer is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the Developer and do not contain material internal inconsistencies;
- (f) Proposer has carefully checked all the words, figures and statements in the Proposal;
- (g) Proposer has conducted such other field investigations and additional design development which are prudent and reasonable in preparing the Proposal;
- (h) Proposer has notified ADOT of any material deficiencies in or material omissions from any RFP Documents or other documents provided by ADOT and of any unusual site conditions observed prior to the date hereof;
- (i) Proposer has fully adhered to the prohibitions on exclusive teaming arrangements with ROW consulting firms and on requesting, soliciting or obtaining from such firms certain information, as more particularly set forth in Section 2.11 of the ITP; and
- (j) Proposer proposes to design, construct and maintain the Project in accordance with the Contract Documents and to furnish and deliver all the materials and to do all work and labor required for the design, construction and maintenance and other identified activities for the Project.

Proposer represents and warrants that Proposer has read the RFP and agrees to abide by the contents and terms of the RFP and the Proposal. Without limiting the foregoing, Proposer accepts and agrees to all the terms and conditions for protest set forth in Section 8 (Protests) of the ITP, and specifically acknowledges ADOT's reserved rights in Section 9 (ADOT Rights and Disclaimers) of the ITP.

Proposer represents and warrants that all statements made and information set forth in the Proposer's SOQ and clarifications thereto previously delivered to ADOT are true, complete and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such SOQ and clarifications, except as modified by the enclosed Proposal and Proposal forms, are incorporated as if fully set forth herein.

Proposer agrees and acknowledges that:

- (a) if it is selected the legal entity constituting the Developer will enter into a single Contract encompassing all design, construction, maintenance and other obligations;
- (b) ADOT is not bound to accept the Proposal whose corresponding Price Proposal offers the lowest price to ADOT, or to accept any Proposal ADOT may receive;

- (c) all costs and expenses Proposer has incurred or will incur in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except any stipend that may be paid in accordance with the RFP and executed Stipend Agreement (if any);
- (d) ADOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the Proposal; and
- (e) any false, deceptive, or fraudulent statements in the Proposal or SOQ can result in denial of award and other consequences provided by law.

The following individual(s) is/are designated as the Proposer's designated representative(s) in accordance with Section 2.2.2 of the ITP:

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

Proposer's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

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

[insert appropriate signature block from following pages]

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

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the Proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert the Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

- A. Describe in detail the legal structure of the Proposer/Developer and Equity Members.
1. If the Proposer/Developer/Equity Member is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for Proposer/Developer/Equity Member and each corporation certified by an appropriate individual. If any entity is not yet formed, so state, indicate that these documents will be provided prior to award, and provide either pro formas of such documents or term sheets of such documents that will be used.
 2. If the Proposer/Developer/Equity Member is a partnership or includes a partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state, indicate that these documents will be provided prior to award, and provide either pro formas of such documents or term sheets of such documents that will be used.
 3. If the Proposer/Developer/Equity Member is a joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state, indicate that these documents will be provided prior to award, and provide either pro formas of such documents or term sheets of such documents that will be used.
 4. If the Proposer/Developer/Equity Member is a limited liability company or includes a limited liability company as a joint venture member, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual. If any entity is not yet formed, so state, indicate that this

information will be provided prior to award, and provide either pro formas of such documents or term sheets of such documents that will be used.

- B. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.
- C. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If the Proposer is an entity that is not yet formed, such evidence shall be in the form of a resolution of each Equity Member, certified by an appropriate officer of such member. If the Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.
- D. The Developer's partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to ADOT, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners or members, as applicable, no joint venture member, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers should submit the applicable agreement to ADOT and identify on a cover page where in the agreement the provision can be found. If the Developer is not yet formed, provide draft organizational documents or a term sheet and indicate where the provision is found.

Form B

PROPOSER'S ORGANIZATION INFORMATION

PART 1

PROPOSER TEAM SUMMARY AND CERTIFICATION

PROPOSER	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

DEVELOPER	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

EQUITY MEMBER(S) <i>(Duplicate for each Equity Member)</i>	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	

FAX NUMBER	
EMAIL ADDRESS	

MAJOR NON-EQUITY MEMBER (<i>Duplicate for each Major Non-Equity Member</i>)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

GUARANTOR (<i>Duplicate for each Guarantor</i>)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

KEY PROFESSIONAL SERVICES FIRM (<i>Duplicate for each such firm</i>)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	

TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

SUBCONTRACTOR (<i>Only if not in a prior category. Duplicate for each Subcontractor</i>)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

The undersigned Proposer hereby certifies that neither it nor the Developer has entered into any substantive negotiations with Major Non-Equity Members, Key Subcontractors or other Subcontractors resulting in any Subcontract or an agreement to enter into any Subcontract with respect to the Project, except for those listed above and except for 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 Proposer agrees that it will follow applicable DBM Agreement requirements with respect to Subcontractors.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Proposer's duly authorized representative

By: _____ Print Name: _____

Title: _____ Date: _____

(Signature)

(Name printed)

(Title)

(Proposer)

PART 2

TEAM MEMBER INFORMATION

Name of Proposer: _____

Name of Entity Completing This Form: _____

Entity's Role (check one box for entity completing this form as applicable):

- | | |
|--|---|
| <input type="checkbox"/> Proposer | <input type="checkbox"/> Developer |
| <input type="checkbox"/> Equity Member | <input type="checkbox"/> Major Non-Equity Member |
| <input type="checkbox"/> Guarantor | <input type="checkbox"/> Key Professional Services Firm |
| <input type="checkbox"/> Key Subcontractor (only if not in any prior category) | <input type="checkbox"/> Other (describe): _____ |
| <input type="checkbox"/> Other Subcontractor | |

Year Established: _____ State of Organization: _____

Federal Tax ID No. (if applicable): _____ Telephone No.: _____

North American Industry Classification Code: _____

Name of Designated Representative Executing Form B, Part 2 and/or Form C:

Individual's Title: _____

E-mail Address: _____

Type of Business Organization* (check one):

- Corporation
- Partnership
- Joint Venture
- Limited Liability Company
- Other (describe): _____

* If the entity completing this Form B, Part 2 is a partnership or any other form of a joint venture, attach to this Form B, Part 2 the executed teaming agreement and all amendments thereto.

A. Business Address: _____
Headquarters: _____
Office Performing Work: _____

B. Describe the role/specialty/discipline/assignment of the entity in the space below, including equity ownership percentage (if any).

C. If the entity completing this Form B, Part 2 is a joint venture or newly formed entity (formed within two years before the *SOQ Due Date*), complete a separate Form B, Part 2 and Form C for each member or partner of the entity and attach it to the Proposal. In addition, identify the names of such members or partners in the spaces below.

Names

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am a duly authorized representative of the entity named in this form:

By: _____ Print Name: _____
Title: _____ Date: _____

[Please make additional copies of this form as needed.]

**PART 4
LICENSES AND REGISTRATIONS**

Name of Proposer:

To the extent that the laws of the State of Arizona require the Developer and each Equity Member, Major Non-Equity Member, Key Professional Services Firm, other identified Subcontractors and Key Personnel to hold a license, registration or other credential to design, construct or maintain the Project, Proposer shall certify below that all such firms and Key Personnel either (a) have all such licenses, registrations and credentials or (b) have submitted applications for all such licenses, registrations and credentials and are registered or licensed, comparable to an Arizona registration or license, in some state or foreign jurisdiction at the time of Proposal submittal. Proposer will be required to provide evidence at the time of DBM Agreement award that all such firms and Key Personnel have all such licenses, registrations and credentials required by Arizona law, except that such evidence will not be required for other identified 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). Such evidence shall include any information on the revocation or suspension of any license, registration or credential. Proposers are referred to Arizona Revised Statutes, Title 32, Chapter 1 - Architects, Assayers, Engineers, Geologists, Landscape Architects, and Land Surveyors; Arizona Revised Statutes, Title 32, Chapter 10 - Contractors; Arizona Revised Statutes, Title 32, Chapter 36 – Appraisers; and Arizona Revised Statutes, Title 32, Chapter 20 – Real Estate Brokers and Salespersons.

Licensing information is available from:

Registrar of Contractors
3838 N. Central Ave, Suite 400
Phoenix, AZ 85012-1906
Phone: (602) 542-1525
Fax: (602) 542-1599

Board of Technical Registration
1110 W. Washington Street, Suite 240
Phoenix, AZ 85007
Phone: (602) 364-4930
Fax: (602) 364-4931

Arizona Board of Appraisal
15 S. 15th Ave., Suite 103A
Phoenix, AZ 85007
Phone: (602) 542-1558
Fax: (602) 542-1598

Arizona Department of Real Estate
2910 N. 44th Street, #100
Phoenix, AZ 85018
Phone: (602) 771-7799

At a minimum, the following Key Personnel must have the following Arizona licenses or registrations by the time of award of the DBM Agreement:

Design Manager
Quality Manager

registered professional engineer
registered professional engineer

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Describe all information on the revocation or suspension, within the last ten years prior to the Proposal Due Date, of any license, registration or credential of Developer, Equity Members, Major Non-Equity Members, Key Professional Services Firms, other identified Subcontractors and Key Personnel. No such information is required, however, for other identified 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). _____

Under penalty of perjury, I certify that:

(1) the foregoing is true and correct;

(2) all of Developer, the Equity Members, the Major Non-Equity Members, the Key Professional Services Firms, the other Subcontractors identified in the Proposal, and the Key Personnel either (a) have all licenses, registrations and credentials required by the laws of Arizona to design, construct or maintain the Project or (b) have submitted applications for all such licenses, registrations and credentials and are registered or licensed, comparable to an Arizona registration or license, in some state or foreign jurisdiction at the time of Proposal submittal; and

(3) I am the Proposer's duly authorized representative.

By: _____ Print Name: _____
 Title: _____ Date: _____

**PART 5
SURETY INFORMATION**

Provide the following information regarding the Surety(ies) committing to provide the bonds in accordance with ITP Section 6.1.2(j):

- (a) Name(s), address(es) and phone numbers of the Surety(ies) that will provide the above-referenced bonds, and the name(s), address(es) and phone number(s) of the designated agent(s). (Sureties must be (i) licensed and authorized to do business in the State, (ii) listed on the U.S. Department of the Treasury’s “Listing and Approved Sureties” (found at www.fms.treas.gov/c570/c570.html), and (iii) rated “A” or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody’s Investor Service and Standard & Poor’s) or rated at least A minus (A-) or better and Class VIII or better according to A.M. Best and Company’s Financial Strength Rating and Financial Size Category.)

- (b) For each such Surety listed in (a), evidence of the current rating of each such Surety, to be attached to this Part 5.

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

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Proposer’s duly authorized representative

By: _____ Print Name: _____
Title: _____ Date: _____

Form C

CERTIFICATION / QUESTIONNAIRE

Name of Proposer:

Firm Name:

Complete for the Proposer, each Equity Member and each Major Non-Equity Member.

If a question is answered “yes,” attach additional documentation as necessary to fully describe and explain the circumstances.

Failure to respond to the questions or to provide adequate explanations may preclude consideration of the Proposal and result in its rejection.

As used in this Form C:

- (a) “Affiliate” has the meaning set forth in Exhibit 1 of the [IFPDBM Agreement](#), but only if the entity either (i) has or is engaged in business or investment in North America or (ii) is or was involved, directly or indirectly, in any project listed on Form E-1, E-2 or E-3 of the SOQ. In addition, in the context of the Proposer, “Affiliate” includes the Developer; and
- (b) “Reporting Period” means the number of years indicated in each question before the date of issuance of the RFQ through the date that is five days before the Proposal Due Date.

Note: This form is substantially similar to, but as noted below not identical to, Form L-2 in the RFQ. The Reporting Period in this form updates the reporting period in Form L-2 to include the period since submission of the SOQs. If, for any question that is identical to that in Form L-2 of the RFQ (other than the reporting period), the firm has no change to the information it certified to in the SOQ, answer the question with “Same answer and description as in Form L-2 of the SOQ.”

1. Has the firm or any Affiliate, or the owners, officers, or managing employees of either the firm or any Affiliate, ever failed to complete any work it agreed to perform, or had a contract terminated because it was in default during the Reporting Period beginning ten years before the date of issuance of the RFQ? If yes, describe.

2. Has the firm or any Affiliate or any director, officer, or employee of either the firm or any Affiliate been the subject of a criminal complaint, indictment or information alleging, or been convicted of, bid or other contract-related crimes or violations (e.g., fraud, bribery, collusion, conspiracy, antitrust, etc.) or any felony or misdemeanor related to performance under a contract during the Reporting Period beginning five years before the date of issuance of the RFQ? If yes, describe. (**Note:** This question is not identical to question 2 in Form L-2 of the RFQ. Therefore, answer in full without reference to your answer in Form L-2.)

3. Has the firm or any Affiliate sought protection under any provision of any bankruptcy act or been subject to a receivership or involuntary bankruptcy proceeding during the Reporting Period beginning ten years before the date of issuance of the RFQ? If yes, describe, and provide information concerning any work completed by a surety as a result of the bankruptcy or receivership.

4. Has the firm or any Affiliate been debarred, disqualified, removed, or suspended from performing work for the federal government, any state or local government, or any foreign government during the Reporting Period beginning five years before the date of issuance of the RFQ? If yes, describe.

5. Has the firm or any Affiliate been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity (including any foreign government) during the Reporting Period beginning ten years before the date of issuance of the RFQ? If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

6. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any Affiliate, involved repeated or multiple failures to comply with safety laws, regulations, rules, or requirements (including those of a foreign government) during the Reporting Period beginning ten years before the date of issuance of the RFQ? If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

7. Has the firm or any Affiliate been disqualified by an owner of a public works project for submitting a “nonresponsive” bid or proposal, or having been found “not responsible” during the Reporting Period beginning five years before the date of issuance of the RFQ? If yes, describe.

8. Has the firm or any Affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Industrial Commission of Arizona, federal court or federal agency, to have violated or failed to comply during the Reporting Period beginning ten years before the date of issuance of the RFQ with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

9. Has the firm or any Affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Arizona governmental agency) during the Reporting Period beginning ten years before the date of issuance of the RFQ to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Arizona law. (**Note:** This question did not appear in Form L-2 of the SOQ.)

10. Has the firm or any Affiliate been convicted of violating a State or Federal law relating to the employment of undocumented aliens during the Reporting Period beginning five years before the date of issuance of the RFQ? If yes, describe.

11. Not used.

12. Has a surety firm completed performance of a contract on behalf of the firm or any Affiliate or paid for completion of a contractor's performance because the firm or any Affiliate was in default or terminated by the project owner during the Reporting Period beginning five years before the date of issuance of the RFQ? If yes, describe.

13. Has the firm or any Affiliate (for this question only, Affiliate shall be limited to members, partners or joint venturers that control the member of the Proposer team) been issued a citation by any governmental body for violation of any environmental law, regulation, or permit pertaining to performance of work on a transportation project during the Reporting Period beginning ten years before the date of issuance of the RFQ? If yes, describe in the next table and attach all listed citations to this Form. Do not list or include environmental citations listed and included in your SOQ.

Environmental Citations:

Complete for each Equity Member and each Major Non-Equity Member. The Reporting Period in this form updates the reporting period in Form PP-2 of the SOQ to include the period since submission of the SOQs. Include only citations not listed in Form PP-2 of the SOQ, and attach the additional listed citations. If the firm has no change to the information it certified to in the SOQ, state on this form "No information in addition to that reported in Form PP-2 of the SOQ."

Name of Citation	Year Received	Project and Location	Work for Which Citation Received

(Must be signed by an officer of the firm)

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am a duly authorized representative of the entity named in this form:

Firm: _____
By: _____
Name: _____
Title: _____

Form D

UPDATED INDUSTRIAL SAFETY RECORD FOR CONSTRUCTION WORK TEAM MEMBERS

PROPOSER'S NAME: _____

NAME OF TEAM MEMBER: _____

ROLE OF TEAM MEMBER: _____

This form shall be filled out separately and provided for each Equity Member and each Major Non-Equity Member that will participate in installation or construction Work for the Project. Participation includes performing or supervising installation or construction Work.

A. Provide the following information with regard to all installation and construction work undertaken in the United States (including the State of Arizona) by the firm, with separate statistics relative to the State of Arizona. For a reporting firm that is a member of any joint venture, information shall be provided as though 100% of the results were for the reporting firm. ADOT may request the Proposer to submit additional information or explanation of data which ADOT may require for evaluating the safety record.

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
1) Total Hours Worked (in thousands) Nationwide: Arizona:				
2) Number of fatalities:*\n Nationwide: Arizona:				
3) Number of lost workdays:*\n Nationwide: Arizona:				

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
4) Number of lost workdays* cases: Nationwide: Arizona: _____				
5) Number of injury/illness* cases: Nationwide: Arizona:				
6) Number of days of* restricted work activity due to injury/illness: Nationwide: Arizona:				
7) Incidence Rate** Lost Workday Cases Nationwide: Arizona: Days Lost Nationwide: Arizona:				
8) Worker's Compensation Experience Modifier Nationwide: Arizona:				

* The information required for these items is the same as required in OSHA Form 300A, Summary of Work-Related Injuries and Illnesses.

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

B. Has OSHA cited and assessed penalties against your firm for any “serious,” “willful,” or “repeat” violations of its safety or health regulations in the during the period beginning five years before the date of issuance of the RFQ and ending five days before the Proposal Due Date?

Yes _____ No _____

(If yes and there is no change from the citations and information provided in your SOQ in response to question 10 of Form S of the SOQ, state "Same citations and information as provided for question 10 of Form S of the SOQ." If yes and there is any changed or additional citation or information from that provided for question 10 of Form S of the SOQ, attach a separate signed page describing each changed or additional citations, including information about the date of each citation, nature of each violation, the project on which each citation was issued, and the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.)

C. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm during the period beginning five years before the date of issuance of the RFQ and ending five days before the Proposal Due Date?

Yes _____ No _____

(If yes and there is no change from the citations and information described in your SOQ in response to question 11 of Form S of the SOQ, state "Same citations and information as provided for question 11 of Form S of the SOQ." If yes and there is any changed or additional citation or information from that provided for question 11 of Form S of the SOQ, attach a separate signed page describing each such citation.)

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

Name of Company (Print)

Signature

Address

Title

City, State and ZIP Code

Telephone Number

Form E

**PERSONNEL WORK ASSIGNMENT
AND COMMITMENT OF AVAILABILITY**

Name of Proposer: _____

Key Personnel Assignment ¹	Name of Individual Assigned	Employer
Project Manager		
Construction Manager		
Design Manager		
Quality Manager		
Safety Manager		
Public Relations Officer		
ROW Acquisition Manager		
Utility Adjustment Coordinator		
Environmental Compliance Manager		
Maintenance Manager		
DBE/OJT Outreach and Compliance Manager		

COMMITMENT OF AVAILABILITY

Understanding ADOT’s concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects to any extent that could interfere with performance of duties for the Project, Proposer and the employer signing below commit that if Proposer is awarded the DBM Agreement, the employer’s named Key Personnel and other individuals employed by such employer named in the Proposal will be committed, available and active for the periods necessary to fulfill on a timely basis their responsibilities and duties respecting the Project, as more fully set forth in the Contract Documents.

Date: _____

Proposer’s Name: _____

Signed: _____

Printed Name: _____

Title: _____

Employer's Name: _____

Signed: _____

Printed Name: _____

Title: _____

[Duplicate Employer signature block as necessary so that this Form E is signed by all employers of named Key Personnel or of other individuals named in the Proposal to perform Work.]

Subscribed and sworn to before me this ____ day of _____, 2015.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

[Duplicate or modify this form as necessary so that it (i) accurately describes the entity making the Proposal and (ii) is signed by and on behalf of all partners, members, joint venture members and Equity Members of the Proposer.]

Form G

INFORMATION FOR PROPOSED CHANGE IN KEY PERSONNEL

Name of Proposer: _____

Use this Form G only in connection with a request to ADOT to approve a change in the individual for a Key Personnel position identified in Proposer's SOQ.

Key Personnel Position	Name of Individual	Years of Relevant Experience ¹	Education and Registrations ²	Employing Firm Name	Reference Name, Title, Telephone Numbers & Email Address ³
Proposed Changes in Key Personnel Identified in SOQ:					
Project Manager		_____ years on complex highway infrastructure projects. _____ years managing the design and construction of major urban freeway systems. _____ years of major design-build-maintain project management of major urban freeway systems.			1. 2. 3.
Construction Manager		_____ years on complex highway infrastructure project. _____ years managing the construction of major urban freeway systems. _____ years of major design-build construction management of major			1. 2. 3.

		urban freeways.			
Design Manager		____ years on complex highway infrastructure projects. ____ years managing the design of major urban freeways. ____ years of major design-build project management of major urban freeway systems.			1. 2. 3.
Quality Manager		____ years on complex highway infrastructure projects. ____ years coordinating and managing quality programs on major freeway projects. ____ years of major design-build management of major urban freeways.			1. 2. 3.
Safety Manager		____ years on complex highway infrastructure projects. ____ years coordinating safety programs on major freeway projects. ____ years of major design-build construction management of major urban freeways.			1. 2. 3.

Public Relation Officer		<p>____ years working on community relations programs.</p> <p>____ years coordinating public outreach programs on major urban freeway projects.</p> <p>____ years of community relations experience on major design-build project with a contract price of \$100 million per project .</p>			<ol style="list-style-type: none"> 1. 2. 3.
ROW Acquisition Manager		<p>____ years managing complex highway infrastructure projects.</p> <p>____ years coordinating ROW acquisition and ROW relocations for major urban freeway projects.</p>			<ol style="list-style-type: none"> 1. 2. 3.
Utility Adjustment Coordinator		<p>____ years on complex highway infrastructure projects.</p> <p>____ years coordinating utility adjustment and relocations for major urban freeway projects.</p>			<ol style="list-style-type: none"> 1. 2. 3.
Environmental Compliance Manager		<p>____ years on complex highway infrastructure projects.</p> <p>____ years managing environmental compliance activities and permitting for major urban freeway projects.</p>			<ol style="list-style-type: none"> 1. 2. 3.

Maintenance Manager		____ years on complex highway infrastructure. ____ years coordinating maintenance programs on major urban freeway projects. ____ years of management of reconstruction associated with major urban freeways.			1. 2. 3.
DBE/OJT Outreach and Compliance Manager		____ years working on DBE/OJT/EEO programs on federal projects. ____ years of management on DBE, OJT and/or EEO programs.			1. 2. 3.

- ¹ For each individual proposed, please enter the number of years of relevant experience in the blank spaces provided. In cases where the individual has no relevant experience, please enter “0” in the corresponding blank space.
- ² For each individual proposed, please indicate any degrees, professional licenses, registrations, and training relevant to the corresponding Key Personnel position.
- ³ Provide three references for each position identified on Form G.

Form H
DISADVANTAGED BUSINESS ENTERPRISE (DBE) FORMS

Form H-1

DBE ASSURANCE & PROJECT GOAL DECLARATION

Name of Proposer _____ Project Name _____

ADOT TRACS No. _____ Project Number _____

It is understood and agreed by the Proposer that it has carefully examined all documents included in this Request for Proposal (RFP) and acknowledges that Arizona Department of Transportation (ADOT) has established DBE Goals for the Project that were calculated in relation to the price of the various components of the Project as listed below (the "DBE Goals"):

- **Professional Services DBE Goal** – **16.63** % of the total contract price for Professional Services
- **Construction DBE Goal** – **10.93** % of the total contract price for Construction Work
- **Capital Asset Replacement Work DBE Goal** – **6.08** % of the total price for each Capital Asset Replacement Work interval

COMPLETE DETAILS BELOW

Proposer listed above hereby commits to meet or exceed ALL the DBE Goals listed above or to aggressively exercise Good Faith Efforts to the satisfaction of ADOT to do so, in accordance with the DBE Special Provisions.

In fulfilling Proposer's commitment, Proposer will follow the DBE Utilization Plan that ADOT approves for this Project, and adhere to all DBE provisions set forth in the Contract Documents and applicable regulations referenced in 49 CFR Part 26 and ADOT's DBE Program Plan.

If Proposer reasonably believes that aggressive Good Faith Efforts will produce DBE participation below any of the DBE Goals ADOT has established for the Project as set forth above, indicate below the percentages that Proposer reasonably believes can be achieved through aggressive Good Faith Efforts. No such percentages will excuse Proposer from aggressively exercising Good Faith Efforts to achieve the DBE Goals of record.

- **Achievable Professional Services DBE Goal:** _____ % of the total contract price for Professional Services
- **Achievable Construction DBE Goal:** _____ % of the total contract price for Construction Work
- **Achievable Capital Asset Replacement Work DBE Goal:** _____ % of the total contract price for each Capital Asset Replacement Work interval

As used herein, "total contract price" in the context of the Professional Services and Construction DBE Goals

means the total final D&C Price allocable to Professional Services and Construction Work respectively; and in the context of the Capital Maintenance Goal means the portion of the Maintenance Price allocated to the Capital Asset Replacement Work as set forth in Proposer's Form N-1, as escalated pursuant to the DBM Agreement.

Print Name of Authorized Officer of Proposer _____

Signature of Authorized Officer of Proposer _____

Title _____ Date _____

Form H-2

RECORD OF PAST DBE PERFORMANCE

Provide a Form H-2 for each Equity Member and Major Non-Equity Member that has acted as a prime consultant or contractor on a federally funded project completed or substantially completed at any time during the 36 months prior to the Proposal Due Date.

Name of Proposer _____

Name of Firm _____

Role of Firm: _____

Record of Past DBE Performance

Provide the information requested below for all projects completed or substantially completed by the firm listed above at any time during the 36 months prior to the Proposal Due Date where the firm was the prime consultant or contractor on a federally funded project. For any projects where the DBE goal was not achieved, provide an explanation below. Insert additional lines or attach additional sheets, as needed.

Project Name & Location (City/State)	Completion Date	Total Contract Value <i>(US Dollars)</i>	DBE Participation Goal (%)	DBE Participation Achieved (%)	Contract Owner (Name/telephone/Email)

Explanation of Non-Attainment of DBE Goals

Provide a brief explanation below for any project listed above for which the DBE goal was not achieved by the firm. Insert additional lines or add additional sheets if needed.

Project Name & Location (City/State)	Brief Explanation of Non-Attainment of DBE Goal <i>(maximum 1/2 page per project)</i>

Add additional rows/sheets as needed.

Form H-3

LIST OF CURRENTLY IDENTIFIED/NAMED PROFESSIONAL SERVICES DBE SUBCONTRACTORS

List information for all Professional Services and Construction Work DBEs already identified/named to work on the Project. If one DBE firm is being used to complete multiple Scopes/Items, list each one separately.

Scope Area <i>(Example: Bridge design, survey, geotechnical, traffic design, environmental services, drainage, etc.) Also list non-engineering Professional Services firms</i>	DBE Firm <i>(Legal Business name used for DBE Certification in AZ)</i>	Description of Work Item to be Performed by DBE Firm	NAICS Code	Estimated % of DBE Participation	Estimated Price of Participation <i>(if known) (US Dollars)</i>

TOTAL IDENTIFIED PROFESSIONAL SERVICES DBE ESTIMATED PERCENT					
TOTAL IDENTIFIED PROFESSIONAL SERVICES DBE ESTIMATED PRICE					

Add additional rows/sheets as needed.

*See Exhibit 1 for definitions of Professional Services.

Form H-4

LIST OF CURRENTLY IDENTIFIED/NAMED CONSTRUCTION DBE SUBCONTRACTORS

List information for all Construction DBEs already identified/named to work on the Project. If one DBE firm is being used to complete multiple Scopes/Items, list each one separately.

Scope Area <i>(Example: concrete paving, trucking, earthwork, traffic control, landscaping, signs, contractor QC, etc)</i>	DBE Firm <i>(Legal Business name used for DBE Certification in AZ)</i>	Description of Work Item to be Performed by DBE Firm	NAICS Code	Estimated % of DBE Participation	Estimated Price of Participation <i>(if known) (US Dollars)</i>

TOTAL IDENTIFIED CONSTRUCTION DBE ESTIMATED PERCENT					
TOTAL IDENTIFIED CONSTRUCTION DBE ESTIMATED PRICE					

Add additional rows/sheets as needed.

*See Exhibit 1 for definitions Construction Work.

Form H-5

DBE SUBCONTRACTOR INTENT TO PARTICIPATE

_____ intends to subcontract work on the Project to
(Proposer's Name)

_____ to perform work on the Project as follows:
(Name of DBE Firm)

PROFESSIONAL SERVICES

CONSTRUCTION

General Scope/Discipline	Description of Work Item	NAICS Code	Estimated % of Applicable DBE Goal	Estimated \$ Value (if known) (US Dollars)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
TOTALS				

Add additional lines as needed.

For the Proposer

For the DBE Subcontractor

Signature

Confirmed by: (Signature)

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

TOTAL FUTURE PROFESSIONAL SERVICES DBE ESTIMATED PERCENT				
TOTAL FUTURE PROFESSIONAL SERVICES DBE ESTIMATED PRICE				

Add additional rows/sheets as needed.

*See Exhibit 1 for definitions of Professional Services.

TOTAL FUTURE CONSTRUCTION DBE ESTIMATED PERCENT				
TOTAL FUTURE CONSTRUCTION DBE ESTIMATED PRICE				

Add additional rows/sheets as needed.

*See Exhibit 1 for definitions of Construction Work.

Form H-8

BIDDER’S LIST OF ALL SUBCONTRACTORS, SUPPLIERS, SERVICE PROVIDERS AND MANUFACTURERS

This form must be submitted to ADOT with the Proposal, and on a monthly basis with Monthly DBE Utilization Progress Report. You may make copies of this form.

Along with submitting this Bidder’s list, all prime contractors and Subcontractors on this contract must be registered as a vendor on AZUTRACS and provide a AZUTRACS Vendor Number to be awarded the DBM Agreement. To determine if your firm is registered as a vendor, click here and search by firm name <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 it must 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 Business Engagement and Compliance Office (BECO)-Contract Compliance Office at (602) 712-7761, or email us at contractorcompliance@azdot.gov.

Project #: _____ **TRACS #:** _____

The information below is complete and accurate to the best of my knowledge:

Developer/~~Subcontractor~~

Name: _____

Developer’s AZUTRACS _____

Vendor # _____

Developer DBE Liaison: _____

Add additional sheets as needed

Print Name of Proposer _____

Print Name of Authorized Officer of Proposer _____

Signature of Authorized Officer of Proposer _____

Title _____

Date _____

Form I
ON THE JOB (OJT) TRAINING FORMS

Form I-1

OJT ASSURANCE & TRAINING GOAL DECLARATION

Name of Proposer _____ Project Name _____

ADOT TRACS No. _____ Project Number _____

It is understood and agreed by the Proposer that it has carefully examined all documents included in this Request for Proposal (RFP) and acknowledges that Arizona Department of Transportation (ADOT) has established On the Job Training (OJT) goals to train women, minority, veteran and disadvantaged individuals for the Project as listed below (the "OJT Goals"):

- Minimum of **142,800 OJT Trainee hours** on the Project
- Minimum of **51 OJT Trainees** must complete at least **2000** hours solely on the Project in the same trade or work classification
- Minimum of **ten OJT Trainees** must complete hours on the Project necessary to achieve Journey-Level status (minimum of 2,000 hours must be completed by these OJT Trainees solely on the Project)

Some of the same individual OJT Trainees can be used to satisfy each of the OJT Goals.

COMPLETE DETAILS BELOW

Proposer listed above hereby commits to meet or exceed ALL the OJT Goals listed above or to aggressively exercise Good Faith Efforts to the satisfaction of ADOT to do so, in accordance with the OJT Special Provisions.

In fulfilling Proposer's commitment, Proposer will follow the OJT Utilization Plan that ADOT approves for this Project, and adhere to all OJT provisions set forth in the Contract Documents and applicable regulations referenced in 23 CFR Part 230.

Print Name of Proposer _____

Print Name of Authorized Officer of Proposer _____

Signature of Authorized Officer of Proposer _____

Title _____

Date _____

Form I-2

RECORD OF PAST OJT PERFORMANCE

Provide a Form I-2 for each Equity Member and Major Non-Equity Member that has acted as a prime contractor on a federally funded project completed or substantially completed at any time during the 36 months prior to the Proposal Due Date.

Name of Proposer _____ Name of Partner/Firm _____

Role of Partner/Firm: _____

Record of Past OJT Performance						
Provide the information requested below for all projects completed or substantially completed by the firm listed above at any time during the 36 months prior to the Proposal Due Date where the firm was the prime contractor on a federally funded project. For any projects where the OJT goal was not achieved, provide an explanation below. Insert additional lines or attach additional sheets, as needed.						
Project Name & Location (City/State)	Completion Date	Total Contract Value <i>(US Dollars)</i>	Project- Based or Contract-Based Program	OJT Goal (Total Number of Trainees & Hours)	OJT Goal Achieved (Total Number of Trainees & Hours)	Contract Owner (Name/telephone/Email)

<p>Explanation of Non-Attainment of OJT Goals</p> <p>Provide a brief explanation below for any project listed above for which the OJT goal was not achieved by the firm. Insert additional lines or add additional sheets if needed.</p>						
<p>Project Name & Location (City/State)</p>		<p>Brief Explanation of Non-Attainment of OJT Goal (<i>maximum ½ page per project</i>)</p>				

Form J

CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

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

Proposer's attention is also directed to Section 7.1 of the Instructions to Proposers and the laws, policies and matters referenced therein. Proposers are advised that in accordance with Section 7.1, certain firms and individuals will not be allowed to participate on any Proposer's team for the Project because of their work with ADOT in connection with the Project procurement and document preparation.

1. Disclosure Pursuant to 23 CFR Section 636.116(a)(2)(v), ADOT Conflict of Interest Policy and Arizona Laws

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, Equity Members, Major Non-Equity Members, proposed consultants and proposed Subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. Such disclosure is required for organizational conflicts of interest as defined or described in 23 CFR Section 636.103, in ADOT's conflict of interest policy for the Project provided as Attachment 1 to the RFQ, and in the laws and other policies referenced in Section 7.1 of the ITP.

Proposer should disclose (a) any current contractual relationships with ADOT, (b) any past, present, or planned contractual or employment relationships with any ADOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the DBM Agreement by any ADOT member, officer, or employee if Proposer is awarded the DBM Agreement. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the following ADOT consultants:

- CDM Smith, Inc.
- HDR Engineering, Inc.
- Jacobs Engineering, Inc.

Form K
PROPOSAL SECURITY
(Separate Document)

Form K-1

**ARIZONA DEPARTMENT OF TRANSPORTATION
PROPOSAL BOND**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____ **[NOTE: insert name of Proposer as the Principal and delete this bracketed text]**, as Principal and _____, as Surety or as Co-Sureties, each a corporation duly organized under the laws of the state indicated on the attached page, having its principal place of business at the address listed on the attached page, in the state indicated on the attached page, and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance, are hereby jointly and severally held and firmly bound unto the Arizona Department of Transportation (“ADOT”), in the sum of \$50,000,000 (the “Bonded Sum”).

WHEREAS, the Principal is herewith submitting its Proposal to design, construct and maintain the SR 202L South Mountain Freeway, (I-10 (Maricopa Freeway) – I-10 (Papago Freeway)) in Phoenix, Arizona, TRACS/Project No. 202 MA 054 H882701C (the “Project”), through a Design Build Maintain Agreement (“DBM Agreement”), which Proposal is incorporated herein by this reference and has been submitted pursuant to ADOT’s Request for Proposals dated as of _____, 2015 (as amended or supplemented, the “RFP”) in accordance with the Instructions to Proposers, as amended (“ITP”) included in the RFP.

NOW, THEREFORE:

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

- (a) Principal's receipt of written notice from ADOT that either (i) no DBM Agreement for the Project will be awarded by ADOT pursuant to the RFP, or (ii) ADOT has awarded a DBM Agreement for the Project, has received the executed DBM Agreement and other required Closing Documents, and does not intend to award the DBM Agreement to the Principal;
- (b) Except as expressly provided otherwise in the RFP and/or agreed to by ADOT in writing, Principal’s performance of its obligations under the RFP to satisfy the conditions to final award of the DBM Agreement and

to execute and deliver the DBM Agreement and other required Closing Documents by the applicable deadline, as such deadline may be extended in accordance with the RFP; or

- (c) If ADOT has not previously delivered notice of forfeiture hereunder, failure of ADOT to finally award the DBM Agreement to Principal within 210 days (or 270 days if ADOT has extended the 210 day period to 270 days pursuant to Section 4.5.2 of the ITP) after the Proposal Due Date defined in the ITP, or within any extension of such time period approved in writing by Principal and the Surety or Co-Sureties.

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

- (a) There occurs any event described in ITP Section 2.11, 7.1, 7.2 or 7.3;
- (b) Principal withdraws, repudiates or otherwise reneges on all or any part of its Proposal or the commitments therein;
- (c) Principal is selected as the Preferred Proposer, but fails to negotiate in good faith with ADOT as set forth in ITP Section 5.11;
- (d) Proposer is selected as the Preferred Proposer but fails to provide access to, or participate in the review of, the DPDs, or both, as set forth in ITP Section 5.12.4; or
- (e) Proposer is selected as the Preferred Proposer but fails to satisfy the conditions to final award of the DBM Agreement that are the responsibility of the Preferred Proposer to satisfy, including, without limitation, failure to provide the Closing Documents required under, or satisfy the conditions set forth in, ITP Sections 6.1 and 6.1.1, unless such failure is excused in accordance with ITP Section 4.5.3(d).

Principal agrees and acknowledges that such liquidated damages are reasonable in order to compensate ADOT for damages it will incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of the Project and ADOT's transportation improvement program with policy makers and with the general public, delays to the Project, and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead and other administrative costs). Principal further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages that ADOT would incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when

submitting its Proposal, and do not constitute a penalty. Principal agrees to such liquidated damages in order to fix and limit Principal's costs and to avoid later disputes over what amounts of damages are properly chargeable to Principal.

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

- (a) This Proposal Bond shall not be subject to forfeiture in the event that ADOT disqualifies the Proposal based on a determination that it is non-responsive, is non-compliant, or fails any pass/fail criteria.
- (b) If suit is brought on this Proposal Bond by ADOT and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by ADOT in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.
- (c) Any extension(s) of the time for award of the DBM Agreement that Principal may grant in accordance with the RFP or otherwise, shall be subject to the reasonable approval of Surety or Co-Sureties.
- d) Correspondence or claims relating to this Proposal Bond should be sent to Surety at the following address:

SIGNED and SEALED this _____ day of _____, 2015

Principal

By: _____

Co-Surety

By: _____

Attorney in Fact

By: _____

Co-Surety

By: _____

Attorney in Fact

By: _____

Co-Surety

By: _____
Attorney in Fact

ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]
CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

Form K-2

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: _____

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

APPLICANT: _____

BENEFICIARY: Arizona Department of Transportation
Contracts and Specifications Section
1651 W. Jackson, MD 121F
Phoenix, Arizona 85007-3212

LETTER OF CREDIT NUMBER: _____

PLACE AND DATE OF ISSUE: _____

AMOUNT: Fifty Million Dollars (\$50,000,000) *[Note: The amount of a single letter of credit may be less, on the condition that Proposer provides more than one letter of credit that total \$50,000,000 in the aggregate]*

EXPIRATION DATE: _____ *[Insert date that is no sooner than 190 days after the Proposal Due Date and delete this bracketed text]*

The Issuer hereby issues this Irrevocable Standby Letter of Credit ("Letter of Credit") in favor of the Arizona Department of Transportation ("ADOT"), for any sum or sums up to the aggregate amount of **Fifty Million United States Dollars (US\$50,000,000)**, available by draft at sight drawn on the Issuer. Any draft under this Letter of Credit shall:

1. Identify this Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and
2. Be accompanied by a certificate, executed by an authorized signatory of the Beneficiary, stating that:
 - (a) the person signing the certificate is an authorized signatory of the Beneficiary; and
 - (b) "This drawing is due to _____ (Applicant's Name) _____'s failure to perform certain obligations under the Instructions to Proposers included in the ADOT's Request for Proposals dated _____, 2015 to design, construct and maintain the SR 202L South Mountain Freeway (I-10

(Maricopa Freeway) – I-10 (Papago Freeway)) in Phoenix, Arizona, TRACS/Project No. 202 MA 054 H882701C.”

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

This Letter of Credit shall be canceled on the earlier of (i) the stated “Expiration Date” (above) and (ii) the date of receipt by the Issuer of a letter, signed by the Beneficiary, stating that this Letter of Credit may be canceled and accompanied by the original Letter of Credit and any original amendments(s), (if any).

This Letter of Credit is subject to the rules of the “International Standby Practices” ISP98. For matters not addressed by ISP98, this Letter of Credit shall be governed by New York law.

Issuer:

By: _____ (Authorized signature of Issuer)

Form L

OPINION OF COUNSEL

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

Arizona Department of Transportation
Contracts and Specifications Section
1651 W. Jackson, MD 121F
Phoenix, Arizona 85007-3212

Re: Design-Build-Maintain Agreement (the “DMB Agreement”) for the SR 202L South Mountain Freeway, by and between Arizona Department of Transportation, and _____ (the “Developer”)

Ladies and Gentlemen:

[Describe relationship to Developer and its joint venture members, general partners, members, as applicable, and any other entities whose approval is required in order to authorize delivery of the Proposal and execution of the Agreement.] This letter is provided to you pursuant to Section 6.1.2(g) of the Instructions to Proposers of that certain Request for Proposals issued by the Arizona Department of Transportation (“ADOT”) on _____, 2015, as amended.

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

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

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

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

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

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

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

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

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

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

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

9. [opinion that all required approvals have been obtained with respect to execution, delivery and performance of the Guaranty; and that the Guaranty does not conflict with any agreement to which Guarantor is a party [if Guarantor is a partnership/joint venture, add: and its joint venture members/general partners are a party] or with any orders, judgments or decrees by which Guarantor is bound] [if Guarantor is a partnership/joint venture, add: and its joint venture members/general partners are bound] [if there is no Guaranty, this opinion may be omitted]

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

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

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

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

Form M-1

PRICE VALUE SUMMARY

(See Excel Spreadsheet)

Form M-1.1

D&C PRICE BREAKDOWN

(See Excel Spreadsheet)

Form M-1.2

ATC ADJUSTMENTS TO PRICE

(See Excel Spreadsheet)

Form M-1.3

ADJUSTMENTS TO D&C PRICE FOR AVOIDED SCHEMATIC ROW

(See Excel Spreadsheet)

Form M-1.4

**ADJUSTMENTS TO D&C PRICE FOR
ADVANCEMENT OR DELAY OF NTP 3**

(See Excel Spreadsheet)

Form M-2

D&C PRICE DRAWS/CASH FLOW TABLE

(See Excel Spreadsheet)

Form N-1

MAINTENANCE PRICE SUMMARY

(See Excel Spreadsheet)

Form N-1.1

ROUTINE MAINTENANCE BREAKDOWN

(See Excel Spreadsheet)

Form N-1.2

CAPITAL ASSET REPLACEMENT WORK BREAKDOWN

(See Excel Spreadsheet)

Form O

SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE DEADLINES

In the following table, Proposer shall complete its commitment dates, which may not exceed the applicable ADOT Last Allowable Date.

Description	Deadline
ADOT Last Allowable Date for Substantial Completion of the Project	Later of (a) NTP 1 plus 1350 calendar days or (b) October 22, 2019
Proposal Commitment Date for Substantial Completion of the Project	Later of (a) NTP 1 plus _____ calendar days or (b) _____ [not to exceed 1350] calendar days after February 10, 2016
ADOT Last Allowable Date for Final Acceptance of the Project	180 calendar days after Substantial Completion
Proposal Commitment Date for Final Acceptance of the Project	_____ calendar days after Substantial Completion

Form P

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

To be executed by the Proposer, Equity Members, Major Non-Equity Members and proposed known Subcontractors.

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

(check one of the following boxes)

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

(check one of the following boxes)

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a federal government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Name: _____

Title: _____

Date: _____

If not Proposer,
relationship to Proposer: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

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

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

Form Q

**CERTIFICATION REGARDING USE OF
CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

Date: _____, 2015

Signature

Title

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of Proposer, all partners, members or joint venturers of the Proposer and all other Equity Members and Major Non-Equity Members.]

FORM R

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS**

FINANCED IN PART BY THE U.S. GOVERNMENT

Name of Proposer: _____

I, _____, am the _____ of the Proposer and hereby certify that the Proposer, the Developer and all of its Subcontractors identified in this Proposal

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

If the Proposer is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

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

Name of Proposer _____

Street Address of Proposer

City, State, Zip

Telephone Number of Firm

Signature of Certifying Officer

Date

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

Form S

BUY AMERICA CERTIFICATION

[To be signed by authorized signatory(ies) of Proposer]

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

- A. Proposer, the Developer and all Subcontractors shall comply with the Federal Highway Administration (“FHWA”) Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the DBM Agreement only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the D&C Price.
- B. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Contract be investigated, Proposer has the burden of proof to establish that it is in compliance.
- C. At Proposer’s request, ADOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it, the Developer and all Subcontractors will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by ADOT.
- D. All material fully incorporated into the Project must be certified to comply with Buy America on the appropriate material certification documents. Material certification documents must be signed by the appropriate material Suppliers and not the Developer or Subcontractors.

Date: _____

Proposer’s Name: _____

Signature: _____

Name (printed or typed): _____

Title: _____

Form T

GUARANTOR COMMITMENT LETTER

[Use letterhead of Guarantor]

[DATE]

Arizona Department of Transportation
Contracts and Specifications Section
1651 W. Jackson, MD 121F
Phoenix, Arizona 85007-3212
Attention: Mr. Rimpal Shah, Procurement Manager

RE: Commitment to Provide Parent Guaranty Regarding the SR 202L South Mountain Freeway

Ladies and Gentlemen:

This commitment letter is provided on behalf of _____
[insert name of Proposer] (“Proposer”) in connection with its proposal (the “Proposal”) for the Design-Build-Maintain Agreement (“DBM Agreement”) for the SR 202L South Mountain Freeway in Phoenix, Arizona (“Project”). _____
[Insert name of entity providing this commitment letter], hereinafter “Guarantor,” is _____
_____ *[describe relationship to Proposer]*.

Guarantor hereby irrevocably agrees and commits to provide a guaranty to the Arizona Department of Transportation (“ADOT”), in the form of Exhibit [11-] *[if guaranteeing design and construction, insert Exhibit 11-1; if guaranteeing maintenance, insert Exhibit 11-2; if guaranteeing design, construction and maintenance, insert Exhibits 11-1 and 11-2]*; to the DBM Agreement, guaranteeing all the obligations of the Developer named in the Proposer’s Proposal that are described in such Exhibit(s) to the DBM Agreement. This commitment extends to any and all Proposal commitments that will be incorporated into the DBM Agreement and to all changes to the form of DBM Agreement included in the Request for Proposals for the Project that may be negotiated between ADOT and the Proposer.

This commitment is subject only to award of the DBM Agreement to the Proposer, execution of the DBM Agreement by ADOT and the Developer named in the Proposer’s Proposal, and the issuance of NTP 1.

The individual signing this commitment letter represents and warrants that he/she has been duly authorized by all necessary action of the Guarantor to execute and deliver this commitment letter on behalf of the Guarantor and to bind the Guarantor hereto.

Sincerely,

[Insert name of Guarantor]

By: _____

Name: _____

Title: _____

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