REQUEST FOR QUALIFICATIONS

TO DESIGN AND CONSTRUCT

ENERGY SECTOR ROADWAY REPAIR PROJECT

THROUGH A

DESIGN-BUILD CONTRACT

TEXAS DEPARTMENT OF TRANSPORTATION
ISSUED AUGUST 2, 2013

Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701

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<u>EXHIBITS</u>:

Exhibit A Project Information and Status
Exhibit B Draft Design-Build Agreement Term Sheet
Exhibit C Project Locations, Scope and Limits

<u>FORMS</u>:

Form A Transmittal Letter
Form B Information Regarding Proposer, Equity Members, Major Non-Equity Members, Guarantors and Construction Team Members
Form C Certification
Form D-1 Technical Experience - Design
Form D-2 Technical Experience - Construction
Form E Project Description Form
Form F Safety Questionnaire

PART A
BACKGROUND AND INSTRUCTIONS

1. INTRODUCTION

The Texas Department of Transportation ("TxDOT"), an agency of the State of Texas, hereby requests submittal of sealed qualifications statements ("QSs") from entities ("Proposers") desiring to design and construct the Energy Sector Roadway Repair Project, referred to as the "Project," pursuant to a Design-Build Contract ("DBC"). The purpose of the project is to provide maintenance improvements and safety improvements, including repairs to roadways and bridges within the State highway systems damaged by oversize vehicles, overweight loads, or by above normal vehicle usage in the development and production of energy resources. TxDOT has concluded that harnessing private-sector creativity through a design-build approach is the best way to ensure cost-effective and expedited delivery of this Project and provide needed safety improvements, congestion relief and economic development benefits to the public.

TxDOT is issuing this Request for Qualifications ("RFQ") in accordance with the provisions of Chapter 223, Subchapter F of the Texas Transportation Code (the "Code"), other applicable provisions of law pertaining to design-build contracts, Sections 9.150-9.155 of Title 43, Texas Administrative Code (the "Rules"), and other applicable provisions of Texas and federal law. Please see the Project webpage at:

http://txdot.gov/business/partnerships/current-cda/energy-sector.html

(the "Project Webpage").

The Texas Transportation Commission's (the "Commission") Minute Order 113648 dated July 25, 2013 authorized issuance of an RFQ to design and construct the Energy Sector Roadway Repair Project. A copy of that order is available on the Project Webpage. Proposers shortlisted in response to this RFQ will be invited to submit detailed proposals ("Proposals") in response to a request for proposals ("RFP").

TxDOT has assembled a set of documents relating to the Project as set forth in Exhibit A hereto (the "Reference Information Documents"). The Reference Information Documents will be made available to prospective Proposers upon issuance of this RFQ on the Project Webpage. Proposers may request electronic copies on a memory storage device of available documents by contacting TxDOT's Project Manager at the following address:

Frank Holzmann, P.E.
Texas Department of Transportation
814 Arion Parkway, Suite 401
San Antonio, Texas 78216
Email: TxDOT-TEXAS-PPP-ESR2P@txdot.gov

TxDOT will charge $25.00 (check only) for the costs of providing electronic copies on a memory storage device.

Please note that the Reference Information Documents and reference to any website (including the Project Webpage) in this RFQ are provided for reference and background

information only. The information contained in the Reference Information Documents or set forth in any referenced website (including the Project Webpage) reflects information as of any date or time identified therein. TxDOT has not determined whether the Reference Information Documents or information available on any such website (including the Project Webpage) are accurate, complete, pertinent, or of any other value to potential developers. TxDOT makes no representation as to the accuracy, completeness, or pertinence of the Reference Information Documents or information in any referenced website (including the Project Webpage), and, in addition, shall not be responsible for any interpretations thereof or conclusions drawn therefrom. The statements made in the Reference Information Documents or in any referenced website (including the Project Webpage) that are not purely historical are forward-looking statements, including TxDOT's expectations, intentions or strategies regarding the future. These statements are based on information currently available to TxDOT and TxDOT assumes no obligation to update any such forward-looking statements.

2. DESCRIPTION OF PROJECT OPPORTUNITY

2.1 Description of the Proposed Contracting Opportunity

TxDOT intends, through this procurement, to enter into a DBC that will result in cost-effective and expedited completion of all elements of the Project. The DBC will obligate the Design-Build Contractor to design and construct the Project. In addition, the DBC will require the Design-Build Contractor to be responsible for all maintenance for each Location from the contract execution through and including substantial completion of each such Location. Finally, the DBC will obligate the Design-Build Contractor to provide a general warranty for the work (other than design work not performed by the Design-Build Contractor) on the Project for a period of up to one year after substantial completion of each Location (as defined below).

TxDOT currently expects that the DBC will include a fixed price to complete the Project. The DBC will set forth the terms of the Design-Build Contractor's compensation which is currently anticipated to be based on progress payments with a maximum payment curve. Proposers are advised to review the draft DBC Term Sheet attached as Exhibit B for additional details of the Design-Build Contractor's anticipated obligations and responsibilities.

2.2 Project Scope

Project location, scope and limit include the design and construction of each of the site locations (the "Locations") identified on Exhibit C. A map showing each of the Locations is attached as Exhibit D. The total project cost is expected to be approximately $150 million and will include bid options to be discussed more fully in the RFP. The Locations are listed in an anticipated priority order with respect to bidding; however, the construction schedule will not be required to follow the same priority order for the Locations. See also Exhibit A for additional information regarding the Project.

3. DESCRIPTION OF PROCUREMENT PROCESS

3.1 Procurement Process

TxDOT reserves the right, in its sole discretion, to modify the following procurement process to comply with applicable law and/or to address the best interests of TxDOT and the State of Texas, including canceling the procurement.

TxDOT will evaluate the QSs it receives in response to this RFQ and intends to establish, according to criteria generally outlined herein, a shortlist of two or more Proposers that are eligible to receive the RFP. If only one responsive QS is received, TxDOT will terminate this procurement.

Following the shortlisting of Proposers and if authorized by the Commission, TxDOT anticipates releasing a RFP to shortlisted Proposers. The RFP will include a scope of work, contract documents, and the objective methodology for determining the overall best value Proposal. Following the receipt of any comments from shortlisted Proposers, TxDOT may schedule one-on-one and/or group meetings to discuss the RFP.

Following receipt and evaluation of Proposals, the Commission may select a Proposer for negotiations, based on a determination of apparent best value, to finalize a DBC for award and execution. If negotiations are not successful with the apparent best value Proposer, TxDOT may negotiate with the next highest rated Proposer. Alternatively, TxDOT may modify and re-issue the RFP, or terminate the procurement.

3.2 Payment for Work Product

As contemplated by Texas Transportation Code Section 223.249, TxDOT intends to pay each unsuccessful Proposer that submits a Proposal responsive to the RFP maximum stipulated amounts not exceeding the value of the work product contained in its Proposal that TxDOT determines can be used in performance of its functions. Specific provisions regarding payment of the stipulated amounts shall be included in the RFP. There will be no payment to Proposers who are not shortlisted.

3.3 Procurement Schedule

TxDOT anticipates carrying out the first phase of the procurement process contemplated hereby in accordance with the following schedule:

Issue Request for Qualifications	August 2, 2013
One-on-One Meetings	August 12-13, 2013, or such other dates as are agreed by TxDOT
Industry Workshop (at 125 East 11th Street, Austin, Texas 78701)	August 15, 2013 at 9:00 a.m.
Deadline for questions regarding the RFQ	August 19, 2013

QS Due Date	3:00 p.m. Central Time August 29, 2013
Issue RFP (anticipated)	September 27, 2013

TxDOT anticipates awarding and executing a DBC for the Project in Winter 2013.

3.4 Industry Workshop

TxDOT intends to hold an industry workshop at 125 East 11th Street, Austin, Texas 78701 on the date and time specified in Part A, Section 3.3. Attendance at this workshop is not mandatory and interested parties shall remain eligible to submit a QS if they do not attend the workshop. Further information regarding the workshop will be made available on the Project Webpage.

3.5 Questions and Requests for Clarification; Addenda

In order to facilitate receipt, processing and response, Proposers must submit all questions and requests for clarification regarding this procurement in writing via e-mail to TxDOT-TEXAS-PPP-ESR2P@txdot.gov.

Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project. TxDOT may make edits in addenda to this RFQ in response to clarification requests if desired by TxDOT. Alternatively, TxDOT may respond to those questions of a general application that TxDOT deems to be material and not adequately addressed through potential addenda to the RFQ. TxDOT will post any such responses and/or addenda to this RFQ on the Project Webpage.

Proposers are responsible for monitoring the Project Webpage for information concerning this procurement as teams responding to this RFQ will be required to acknowledge in the transmittal letter (Part C, Form A) that they have received and reviewed all materials posted thereon.

3.6 Ombudsman

TxDOT has designated an employee who is not involved in this procurement to act as an ombudsman. Subject to the cut-off date for questions regarding the RFQ set forth in Part A, Section 3.3, a Proposer may submit confidential communications to the ombudsman, including questions, comments, or complaints regarding the procurement if the Proposer believes in good faith that confidentiality is essential. After receiving such confidential communications regarding the procurement process, the ombudsman shall, to the extent practicable, remove any information identifying the Proposer and shall forward the communication to TxDOT's Project Manager as identified in Part A, Section 1. TxDOT's designated ombudsman for this procurement is:

Ms. Becky Blewett, Esq.
Associate General Counsel

Texas Department of Transportation
125 E. 11th St.
Austin, Texas 78701
Email: Becky.Blewett@txdot.gov

3.7 Federal Requirements

Proposers are advised that the RFP will be drafted based on the assumption that the Project and the plan of finance for the Project will remain eligible for federal-aid funds. Therefore, the procurement documents and the DBC must conform to requirements of applicable federal law, regulations and policies. TxDOT anticipates that certain federal procurement requirements will apply, including but not limited to Equal Opportunity requirements (Title VI of the Civil Rights Act of 1964, as amended), requirements applicable to Disadvantaged Business Enterprises ("DBEs") (Title 49 Code of Federal Regulations Part 26, as amended), Small Business requirements (United States Code Sections 631 et seq.), Buy America requirements (49 Code of Federal Regulations Part 661) and Davis-Bacon wage rates. TxDOT reserves the right to modify the procurement process described herein to address any concerns, conditions or requirements of federal agencies, including FHWA. Proposers shall be notified in writing via an addendum of any such modifications.

3.8 DBE Requirements

TxDOT has determined that DBE requirements will apply to the Project. TxDOT has adopted the definition of DBEs set forth in 49 CFR § 26.5. TxDOT currently estimates the overall DBE goal for the Project will be between 6% and 7%. Additional information regarding DBE requirements and goals will be included in the RFP. In responding to this RFQ, a Proposer team may include and identify team members to satisfy DBE goals. It is the policy of TxDOT to encourage the participation of DBEs, historically underutilized businesses, women-owned business enterprises and minority business enterprises in all facets of the business activities of TxDOT, consistent with applicable laws and regulations. Specific provisions concerning DBE requirements will be set forth in the RFP and the DBC.

3.9 Liability, Insurance and Security

TxDOT anticipates that the Design-Build Contractor will be required to assume liabilities, to provide bonds and insurance coverage and to indemnify and defend TxDOT against third party claims as specified in the DBC. TxDOT, as owner of the Project, will have the benefit of tort liability limitations to the extent permitted by Texas law. TxDOT is prohibited by State law from indemnifying any Proposer. The State of Texas and TxDOT do not intend that there be any waiver of their respective sovereign immunity protections under State law. Specific provisions concerning bonding, letters of credit, guarantees, insurance and indemnity will be set forth in the RFP and the DBC.

4. QS CONTENT AND SUBMITTAL REQUIREMENTS

4.1 General

TxDOT expects QSs submitted in response to this RFQ to provide enough information about the requested items so as to allow TxDOT to evaluate and competitively rank and shortlist the Proposers based on the criteria set forth herein.

4.2 Format

(a) Number of copies: Each responding Proposer shall submit one original and 9 hard copies (for a total of **10**) of Volume 1 of its QS; the original and each copy in its own loose-leaf three ring binder. These binders shall be contained in a sealed package, labeled as Volume 1. Each responding Proposer shall also submit one original and nine hard copies (for a total of **10**) of Volume 2 of its QS; the original and each copy in its own loose-leaf three ring binder. These binders shall be contained in a sealed package, labeled as Volume 2. The original must be clearly marked "Original" on its face and spine. Each copy must be numbered Copy 1 of 9 through Copy 9 of 9, as applicable, on its face and spine. The Proposer's name and volume number must also be clearly marked on the face and spine of each binder. In addition, each Proposer shall include one digital copy of its entire QS submittal in a read-only format on a compact disk ("CD") placed in a clear plastic pouch on the inside cover of the original of Volume 1. The Proposer's name must be clearly marked on the CD.

(b) General format requirements: Submittals must be prepared on 8-1/2" x 11" sized white paper and bound. Double-sided printing is encouraged. 11" x 17" pages are allowed for schematics, organizational charts, other drawings or schedules, but not for narrative text. Each 11" x 17" page will be counted as a single page and will be included in the page count contained in Volume 1. Printed lines may be single-spaced. Insofar as is practical or economical, all paper stock used shall be composed of recycled materials.

(c) Volume 1 requirements: Volume 1 (as described in Part B) shall have all pages numbered and shall not exceed 20 pages, including any 11" x 17" pages (insofar as they are allowed as stated in Part A, Section 4.2(b)) but excluding all Forms (other than Form E). Each printed side shall be considered one page. The font size in Volume 1 shall be no smaller than twelve-point, other than in tables, diagrams, organization charts and other such graphics, which may be in ten-point. The Volume 1 Appendix (as described in Part B) does not have page numbering, page amount or type font size requirements or limitations, but must be clearly differentiated from the initial 20 pages of the section.

(d) Volume 2 requirements: Volume 2 (as described in Part B) does not have page numbering, page limitation or type font size requirements.

(e) Standard corporate brochures, awards, licenses and marketing materials should not be included in the QS, although proof of license in good standing will be

required as a condition to award for licensed professionals proposed to work on the Project.

4.3 Contents and Organization

Proposers must organize their QS in the order set forth in Part B. Each volume may be subdivided as needed; dividers do not count as pages subject to page limitations noted herein.

4.4 QS Submittal Requirements

All packages constituting the QS shall be individually labeled as follows:

Response to the Request for Qualifications
for the Energy Sector Roadway Repair Project
through a Design-Build Contract

QSs shall be delivered by hand or courier to the following address:

Frank Holzmann, P.E.
Texas Department of Transportation
7600 Chevy Chase Drive, Building 2, 4th Floor
Austin, Texas 78752

QSs will be accepted only at this address. TxDOT will not accept facsimile or other electronically submitted QSs. Acknowledgment of receipt of QSs will be evidenced by the issuance of a receipt by a member of TxDOT staff. QSs will be accepted and must be received by TxDOT during normal business hours before 3:00 p.m. (Central Time) on the QS Due Date specified in Part A, Section 3.3.

Proposers are solely responsible for assuring that TxDOT receives their QSs by the specified delivery date and time at the address listed above. TxDOT shall not be responsible for delays in delivery caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences beyond the control of TxDOT.

5. EVALUATION PROCESS AND CRITERIA

5.1 Responsiveness

Each QS will be reviewed for conformance to the RFQ instructions regarding organization and format, and the responsiveness of the Proposer to the requirements set forth in this RFQ. Those QSs not responsive to this RFQ may be excluded from further consideration and the Proposer will be so advised. TxDOT may also exclude from consideration any Proposer whose QS contains a material misrepresentation.

In order for project experience provided in any QS to be considered responsive, Forms D-1 and D-2 shall list only projects for which the corporate entity (company, joint-venture, partnership or consortium) providing the engineering or construction experience is respectively the Equity Member, Lead Engineering Firm or Lead Contractor itself; a controlled subsidiary of

such Equity Member, Lead Engineering Firm or Lead Contractor; or a parent company of the Equity Member (as those terms are defined in Part B, Volume 1). Project experiences provided by a sister company of the Lead Design Firm or Lead Contractor shall not be considered responsive to this QS.

Key Personnel shall be employed by: (a) the Equity Member, Lead Engineering Firm or Lead Contractor itself; (b) a controlled subsidiary of such Equity Member, Lead Engineering Firm or Lead Contractor; (c) a parent company of an Equity Member; or (d) in the case of the Design Quality Assurance Manager and the Construction Quality Assurance Manager, by an independent quality assurance firm that will be hired by the Proposer; *provided* that, in the case of the Environmental Compliance Manager only, the individual may be employed by a subcontractor of the Proposer.

5.2 Pass/Fail Review

Following or in conjunction with evaluation of each QS for responsiveness, TxDOT will evaluate each QS based upon the pass/fail criteria set forth below. A Proposer must obtain a "pass" on all pass/fail items in order for its QS to be evaluated qualitatively under Part A, Section 5.3.

(a) The QS contains an original executed transmittal letter as required in Part B, Volume 1, Section A(a).

(b) The Proposer or Lead Contractor is capable of obtaining a payment bond ***and*** a performance bond, each in an amount at least equal to $150 million, from a surety rated in the top two categories by two nationally recognized rating agencies or rated at least A minus (A-) or better and Class VIII or better by A.M. Best and Company.

(c) Neither the Proposer nor any other entity that has submitted Form C as required by this RFQ (1) has been disqualified, removed, debarred or suspended from performing or bidding on work for the State of Texas or any local government where such disqualification, removal, debarment or suspension has resulted in the Proposer or other entity being currently disqualified, removed, debarred or suspended from performing or bidding on TxDOT contracts or (2) is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or at least three other states.

(d) The Proposer has the financial capability to carry out the Project responsibilities potentially allocated to it (including the extended payment schedule) as demonstrated by the materials provided in Volume 2 of the QS (see Part B, Volume 2).

(e) The information disclosed in Form C does not materially adversely affect the Proposer's ability to carry out the Project responsibilities potentially allocated to it.

5.3 Qualifications Evaluation Criteria and Weighting

Each responsive QS passing all of the "pass/fail" qualification requirements set forth above in Part A, Section 5.2 will be evaluated and scored according to the criteria set forth below. The relative weighting or importance of the evaluation criteria within each category is described in Part A, Sections 5.3.1, 5.3.2 and 5.3.3 below.

5.3.1 Project Qualifications and Experience (70% Weighting)

The background and experience of the Proposer, individual team members, and Key Personnel with developing, designing, fabricating and/or constructing comparable projects will be evaluated in accordance with the criteria set forth in this Section 5.3.1. For these purposes, TxDOT considers a comparable project to be any similar road project, whether or not such project was delivered through a design-build contract or otherwise.

(a) The extent, depth, strength and likelihood of success of the Proposer's and its individual team members' experience with developing, designing and/or constructing comparable projects. Although no Proposer must have design-build experience, a brief description of the design-build management approach that the Proposer commits to implementing must be provided (35 points);

(b) The strength and depth of experience of the management team and Key Personnel for the Project listed in Proposer's response to Part B, Volume 1 Appendix, Section D (30 points); and

(c) Responsiveness toward the DBE involvement, objectives and goals in response to Part A, Section 3.7, including any description of innovative approaches or unique outreach or marketing concepts used successfully by the Proposer or its team members to encourage DBE participation (5 points).

Project and personnel references, as well as the information provided as required in Part B, Volume 1, Sections B(a)through B(c) and Part B, Volume 1 Appendix, Sections A, C, D and E will be used, as deemed appropriate by TxDOT, to assist in the evaluation of the General/Experience category.

5.3.2 Statement of Technical Approach (20% Weighting)

The Statement of Technical Approach will be evaluated in accordance with the following criteria:

(a) The extent to which the Statement of Technical Approach demonstrates a full understanding of the Project's scope and complexity (10 points); and

(b) The extent to which the Statement of Technical Approach demonstrates a complete understanding of Project risks and potential solutions, regardless of ownership, that may arise during all Project phases, including design and construction (10 points).

5.3.3 Safety Qualifications (10% Weighting)

This RFQ seeks to identify those Proposers that can demonstrate the ability to develop and implement an effective safety program for the Project that ensures worker safety and protects the traveling public. The safety qualifications of the Proposer, as documented in the Forms G submitted by the Lead Contractor and each Construction Team Member, will be evaluated in accordance with the following criteria:

(a) The strength and consistency of the Proposer's and individual team members' safety records (6 points).

(b) The strength of the Proposer's and individual team members' safety practices and the extent to which such practices demonstrate an understanding of an effective safety program (4 points).

5.4 QS Evaluation Procedure

TxDOT anticipates utilizing one or more committees to review and evaluate the QSs in accordance with the above criteria and to make recommendations to the Commission. Evaluations and rankings of QSs are subject to the sole discretion of TxDOT. TxDOT will make the final determinations of the Proposers to be shortlisted in its sole discretion, and in the best interests of the State of Texas.

6. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

6.1 Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project, which began upon the date of issuance of this RFQ and will be completed with the execution of the DBC. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

(a) After submittal of QSs, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFP or either team's QS or Proposal, except that team members that are shared between two or more Proposer teams may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during TxDOT sponsored informational meetings);

(b) The Proposers shall correspond with TxDOT regarding the RFQ and RFP only through TxDOT's and Proposer's designated representatives;

(c) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the DBC, (ii) rejection of all Proposals by TxDOT or (iii) cancellation

of the procurement, no Proposer or representative thereof shall have any communications regarding the RFQ, RFP or the procurement described herein with any member of the Texas Transportation Commission or any Commission staff or aides or with any TxDOT staff, advisors, contractors or consultants involved with the procurement or the Project, except for communications with TxDOT consultants who have completed their services for the Project and been released by TxDOT, communications expressly permitted by the RFQ or RFP or except as approved in advance by the Director of the Strategic Projects Division, in his/her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to this RFQ, the RFP or the procurement or from participating in public meetings of the Commission or any public or Proposer workshop related to this RFQ or the RFP.

(d) The Proposers shall not contact stakeholders regarding the Project, including employees, representatives and members of the entities listed below, except as specifically approved by TxDOT in writing: FHWA; each county, city or municipality in which the Locations are situated; and TxDOT (except as provided herein).

6.2 Public Information Act

6.2.1 Disclosure Waiver

Each Proposer, by submitting a QS to TxDOT in response to this RFQ, consents to the disclosures described in this RFQ, including this Part A, Section 6.2, and all other disclosures required by law, and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, under Texas Government Code Chapter 552 (the Public Information Act or the "Act"), the Code, the Rules or any other law relating to the confidentiality or disclosure of information. Under no circumstances will TxDOT be responsible or liable to a Proposer or any other party as a result of disclosing any such materials. Proposer hereby further agrees to assist TxDOT in complying with these disclosure requirements.

6.2.2 Observers During Evaluation

Proposers are advised that observers from federal or other agencies, including representatives of local governmental entities, may observe the QS evaluation process and will have the opportunity to review the QSs after the QS Due Date.

6.2.3 Public Disclosure of Proposal Documents

Proposers are advised that *all portions of the QS other than Volume 2* may be publicly disclosed by TxDOT at any time and at TxDOT's sole discretion.

All Proposers should obtain and thoroughly familiarize themselves with the Act, Code, the Rules, and any other provisions of the Texas Administrative Code applicable to the issue of confidentiality and public information.

6.3 Organizational Conflicts of Interest

The Rules at Section 9.155 *et seq.* regarding organizational conflicts of interest apply to this Project. Proposers are advised that these rules may preclude certain firms and their subsidiaries and affiliates from participating on a Proposer team.

Firms which are prohibited from proposing or joining a Proposer team include, but are not limited to:

- CDM Smith, Inc.;
- Reynolds, Smith and Hills, Inc.;
- Ramos Consulting, LLC;
- HBMG, Inc.;
- Surveying and Mapping, Inc.;
- Nancy Ledbetter and Associates, Inc.;
- Mayer Brown LLP;
- Jacobs, Inc.;
- Atkins, Inc.;
- HNTB, Inc.;
- Blanton and Associates, Inc.; and
- Affiliates or subsidiaries of any of the above.

Proposers are advised that other TxDOT consultants working on the Project may have an organizational conflict of interest. Proposers are encouraged to review the Rules and discuss potential conflicts of interest with prospective team members. Proposers are also advised that TxDOT's policy is in addition to applicable federal and state law. Such applicable law will also apply to Proposer teams and teaming and may preclude certain firms and their related entities from participating on a Proposer team.

7. PROTEST PROCEDURES

Subchapter I in Chapter 9 of Title 43 of the Texas Administrative Code sets forth the exclusive protest remedies available with respect to this RFQ and prescribes exclusive procedures for protests regarding:

(a) allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed TxDOT's authority;

(b) a determination as to whether a QS is responsive to the requirements of the RFQ; and

(c) shortlisting determinations.

Any Proposer wishing to file a protest must do so in accordance with Subchapter I in Chapter 9 of Title 43 of the Texas Administrative Code.

8. TXDOT RESERVED RIGHTS

TxDOT reserves all rights described herein and available at law, including, without limitation, all rights described in Subchapter I in Chapter 9 of Title 43 of the Texas Administrative Code.

This RFQ does not commit TxDOT to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in <u>Part A, Section 3</u>, TxDOT and the State of Texas assume no obligations, responsibilities or liabilities,

fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Proposer.

In no event shall TxDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a DBC, in form and substance satisfactory to TxDOT, has been executed and authorized by TxDOT, and then only to the extent set forth therein.

PART B
QUALIFICATIONS STATEMENT

1. DEFINITIONS

The following terms describe the members of the Proposer's team that are required to be named in the QS:

Construction Team Member – Any member of the Proposer's team, other than the Lead Contractor, that will be responsible for 20% or more of the construction work on the Project.

Equity Member – A member of the Proposer team that is (a) if the Proposer is a joint venture, a member of the joint venture, (b) if the Proposer is or will be a newly formed limited liability entity, an equity owner of the Proposer, or (c) if the Proposer is a corporation or other entity that is not newly formed, the Proposer.

Key Personnel – The personnel listed in Part B, Volume 1 Appendix, Section D.

Lead Contractor – The member of the Proposer team, whether a single entity or joint venture, primarily responsible for the construction of the Project.

Lead Engineering Firm – The member of the Proposer team, whether a single entity or joint venture, primarily responsible for the design and engineering of the Project.

Major Non-Equity Member – The Proposer team's Lead Engineering Firm or Lead Contractor, to the extent they are not Equity Members.

2. ORGANIZATION

Proposers are required to assemble their QS in the order prescribed and following the outline form contained in this Part. For the convenience of the Proposer, page limitations, if any, for each element are included below.

Volume 1		
Section A – General	(a) Form A – Transmittal Letter	No page sub-limit; excluded from 20-page overall limit
	(b) Executive Summary	Sub-limited to 2 pages; included in 20-page overall limit
Section B – Proposal Information/ Project Experience	Management Structure/Organizational Chart(s)	No page sub-limit; included in 20-page overall limit
Section C – Technical Qualifications	(a) Forms D-1 and D-2 - Relevant Experience	No page sub-limit; excluded from 20-page overall limit
	(b) Form E – Project Descriptions	Sub-limited to 1 page per project; included in 20-page overall limit
Section D – Statement of Technical Approach	Statement of Technical Approach	Sub-limited to 3 pages; included in 20-page overall limit
Section E – Safety Qualifications	Form F – Safety Questionnaire	No page sub-limit; excluded from 20-page overall limit
Volume 1 Appendix		
Section A	Form B – Proposer Team Information	No page limitation
Section B	Form C – Certification	No page limitation
Section C	Surety Letter	No page limitation
Section D	Personnel Qualifications	No page limitation
Volume 2		
Section A	Financial Statements/Pre-Qualification	No page limitation

VOLUME 1

Volume 1 of the QS shall contain the following:

Section A General

(b) Form A – Transmittal Letter:

A duly authorized official of the Proposer or lead firm must execute the transmittal letter. For Proposers that are (or are expected to be) joint ventures, partnerships, limited liability companies or other associations, the transmittal letter shall have appended to it letters on the letterhead stationery of each Equity Member, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made by the lead firm on behalf of the Equity Member's firm have been authorized by such Equity Member, are correct, and accurately represent the role of the Equity Member's firm in the Proposer team. The Form A transmittal letter is excluded from the 20-page limit for Volume 1.

(c) Executive Summary:

An Executive Summary, not exceeding two pages and included in the 20-page limit for Volume 1. 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 the Proposer's QS and its ability to satisfy the financial and technical requirements of the Project. Identify a sole point of contact (a real person) for the Proposer and include the following information: name, title, address, telephone and fax numbers and e-mail address. In addition, include the name, the entity's legal nature and state of organization for any anticipated Guarantors. (See Part B, Volume 2, Section A(f) for guarantee requirements.)

Section B Proposer Information/Project Experience/Management Structure

Organization chart showing the Proposer's Equity Members, Major Non-Equity Members and any Construction Team Members. Indicate the percentage of equity interest among the Equity Members. In instances where the Lead Contractor or Lead Engineering Firm is a joint venture, also indicate the percentage of equity interest for each equity participant in the joint venture. In addition, any Proposer that anticipates it will be required to provide a parent company guarantee shall provide a table of organization showing the relationship between the applicable Equity Member or Major Non-Equity Member and its parent entity. (See Part B, Volume 2, Section A(f) for instances where a guarantee may be required.)

Organizational chart showing the Proposer's Management Structure and "chain-of-command" with Key Personnel shown together with other relevant personnel, and identifying major functions to be performed and their reporting relationships in designing and constructing the Project.

The organizational charts are included in the 20-page limit for Volume 1.

Section C Technical Qualifications

Provide the following information relevant to qualifications of the Proposer, its Equity Members and any Major Non-Equity Members, as applicable.

(d) Forms D-1 and D-2 – Relevant Experience

The QS shall contain completed Forms D-1 and D-2, which are excluded from the 20-page limit for Volume 1. Project descriptions for each of the projects listed on Forms D-1 and D-2 shall be included as discussed below in Part B, Volume 1, Section C(b).

Form D-1: Technical Experience – Lead Engineering Firm: Provide details for a maximum of two projects in compliance with the requirements set forth in Form D-1 and best meeting the evaluation criteria set forth in Part A, Section 5.

Form D-2: Technical Experience – Lead Contractor: Provide details for a maximum of three projects in compliance with the requirements set forth in Form D-2 and best meeting the evaluation criteria set forth in Part A, Section 5.

For projects/contracts listed for design firms that were traditional consultant/engineering services contracts (as opposed to, for example, design-build contracts), the information sought above shall be limited only to the consultant/engineering services contract, rather than any ensuing construction contract where such entity had limited or no involvement.

For projects/contracts listed for construction firms using the traditional design/bid/build delivery method, the information sought above shall be limited only to the construction contract, rather than any design contract where such entity had limited or no involvement. Proposers are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, TxDOT may elect to exclude the experience represented by that project in determining the Proposer's qualifications.

(e) Forms E – Project Descriptions

Volume 1, Section C(b) of the QS shall include the project descriptions discussed in Part B, Volume 1, Section C(a) and listed on Forms D-1 and D-2. These descriptions shall be a maximum of a one page per project on a separate 8 ½" x 11" sized white paper and shall be presented using Form E. Form E is extracted from the Federal form SF330. These descriptions should, at a minimum, give an overview of the project and explain why the experience the company gained on the project is relevant to this procurement. Proposers are advised that TxDOT may, in its sole discretion, contact the listed owner contact for these projects for a reference.

Section D Statement of Technical Approach

Provide a narrative statement of the Proposer's technical approach to the Project. This statement shall include the Proposer's:

1. Understanding of the Project scope and delivery using design-build contracting.

2. Identification and understanding of the top Project risks and potential solutions to address the risk throughout the Project lifecycle.

The Statement of Technical Approach may be no longer than three pages and is included in the 20-page limit for Volume 1.

Section E Safety Qualifications

The QS shall contain a completed Form F for the Lead Contractor and any Construction Team Member. Forms F are excluded from the 20-page limit for Volume 1.

VOLUME 1 APPENDIX

Volume 1 Appendix of the QS shall contain the following:

Section A Form B – Proposer Team Information

Originals of Form B completed and executed on behalf of each of the following: the Proposer, each Equity Member, each Major Non-Equity Member, each Guarantor and any Construction Team Member. If any of the foregoing is a joint venture or newly formed entity (formed within the past two years), complete a separate Form B for each member of or partner in such joint venture or newly formed entity. **Proposers are advised that Form B may be released to the public and media.**

Section B Form C – Certification

Originals of Form C (Certification) completed and executed on behalf of each of the following: the Proposer, each Equity Member, each Major Non-Equity Member and each Guarantor. If the Proposer, an Equity Member, Major Non-Equity Member or Guarantor is a joint venture or newly formed entity (formed within the past two years), complete a separate Form C for each member of or partner in such joint venture or newly formed entity.

Section C Surety Letter

Evidence from a surety or an insurance company indicating that the Proposer team is capable of obtaining a performance bond ***and*** a payment bond, each in an amount of at least equal to $150 million. The evidence shall take the form of a letter from a surety/insurance company indicating that such capacity exists for the Proposer or the Lead Contractor. Letters indicating "unlimited" bonding capability are not acceptable.

The surety/insurance company providing such letter must be rated in one of the two top categories by two nationally recognized rating agencies or at least A- (A minus) or better or Class VIII or better by "AM Best & Company," and must indicate the relevant rating in the letter. The letter must specifically state that the surety/insurance company has read this RFQ and evaluated the Proposer's backlog and work-in-progress in determining its bonding capacity.

If the Proposer or Lead Contractor, as applicable, is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the Equity Members of the Proposer or the individual equity participants of the Lead Contractor, as applicable, are acceptable, as is a single letter covering all Equity Members or equity participants, as applicable. However, the aggregate amount of bonding capacity reflected in such letter or letters must equal the amounts specified above.

TxDOT has not yet determined the specific amount or form of security that it will require for the Project. Proposers are advised that the RFP may require payment, performance and/or guaranty amounts in excess of the amount referenced above. TxDOT shall delineate such requirements, which will be consistent with applicable law, in the RFP.

Section D Personnel Qualifications

Proposers are required to provide separate resumes for all Key Personnel, as well as other relevant personnel who are shown in the Organization Chart included in Volume 1, and whose qualifications and experience will be evaluated as described in Part A, Section 5.

Other personnel may also be shown in the Organization Chart.

Resumes shall be limited to one page per person (exclusive of licenses and/or license applications) and only one individual shall be designated to fill each position. Resumes shall identify relevant projects undertaken by such person.

Key Personnel are listed as follows:

Key Personnel Category	Description of Position
Project Manager	Responsible for overall design, construction and contract administration for the Project.
Construction Manager	Responsible for ensuring that the Project is constructed in accordance with the Project requirements. Responsible for managing the Design-Build Contractor's construction personnel, scheduling of the construction quality assurance personnel, and administering all construction requirements of the DBC.
Design Manager	A Professional Engineer* responsible for ensuring that the overall Project design is completed and design criteria requirements are met. Responsible for managing the Design-Build Contractor's design personnel and administering all design requirements of the DBC.
Design Quality Acceptance Manager	A Professional Engineer* responsible for all aspects of design quality and for implementation of procedures to ensure all design products are accurate and checked before release. Works for an independent quality assurance firm hired by the Design-Build Contractor.
Construction Quality Control Manager	Responsible for control of quality and the implementation of the operation of the Design-Build Contractor's construction quality management plan and reports directly to the Design-Build Contractor's management team.

Key Personnel Category	Description of Position
Construction Quality Assurance Manager	A Professional Engineer* responsible for managing the quality assurance inspection and the materials quality assurance testing. Reports directly to TxDOT and the Design-Build Contractor's Project Manager simultaneously. Also responsible for assuring compliance of all on site activities with the requirements of all permits and regulatory requirements. Works for an independent quality assurance firm hired by the Design-Build Contractor and has the authority to stop work.
Safety Manager	Responsible for carrying out the Design-Build Contractor's safety plan and all safety-related activities, including training and enforcement of safety operations. Must have project safety experience. At minimum, (1) must have at least one of the following designations/ certifications: (a) designation as a Construction Health and Safety Technician from the Board of Certified Safety Professionals, (b) designation as a Certified Safety & Health Official, or (c) certification of Associate in Risk Management, (2) must have completed the OSHA 30-hour Construction Safety and Health Course, and (3) must have completed training and current certification for CPR and First Aid. Reports directly to the Project Manager and has the authority to stop work.

* Professional Engineers must be licensed in the State of Texas, or become licensed in the State of Texas prior to execution of the DBC.

While TxDOT recognizes personnel availability and scheduling issues impact the Proposers, Proposers are urged only to identify and proffer personnel that they believe will be available for, and intend to be assign to work on, the Project for the positions identified. Procedures concerning changes of such personnel will be set forth in the RFP; however, such changes will be subject to prior TxDOT approval, in its sole discretion. Failure to obtain TxDOT approval for such changes may result in disqualification of the Proposer by TxDOT.

VOLUME 2

Volume 2 of the QS shall contain the following:

Section A Financial Statements/Pre-Qualification

If the Proposer, the Equity Member(s) of the Proposer responsible for construction, or Guarantor(s) have been prequalified by TxDOT pursuant to Section 9.12 of Title 43, Texas Administrative Code, in lieu of completing this Section A, the pre-qualification letter from TxDOT shall be provided indicating the entity, or its members, is prequalified by TxDOT. Further, the entity must be listed as pre-qualified on TxDOT's list of prequalified contractors qualified by confidential questionnaire, that may be found at http://www.txdot.gov/business/contractors/contractor-prequalification.html.

If the letter includes prequalified Guarantors, the Guarantors are subject to the requirements of Part B, Volume 2, Section A(f).

For all other Proposers, Equity Members or Guarantors, financial statements for the most recent completed fiscal year must be provided to demonstrate financial capability of the Proposer.

Information for each entity should be packaged separately and include a cover sheet identifying the name of the organization and its role as Proposer, Equity Member or Guarantor.

Financial statement information must include:

(1) Opinion Letter (Auditor's Report);

(2) Balance Sheet;

(3) Income Statement;

(4) Statement of Changes in Cash Flow; and

(5) 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"). If financial statements are prepared in accordance with principles other than U.S. GAAP, 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.

(b) **U.S. Dollars** - Financial statements must be provided in U.S. dollars. If financial statements are not available in U.S. dollars, the Proposer, Equity Member or Guarantor

must include summaries of the Income Statements 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 the Proposer, an Equity Member or a Guarantor, the QS shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief financial officer ("CFO") or treasurer 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/Not Yet Formed Entity** - If the Proposer is a newly formed entity or has not yet formed a legal entity and does not have independent financial statements, financial statements or precertification for the Equity Members shall be provided (and the Proposer shall expressly state that the Proposer is a newly formed entity or not yet formed entity and does not have independent financial statements).

(f) **Guarantee** - If financial statements of a parent company or affiliate company ("Guarantor") are provided to demonstrate financial capability of the Proposer or Equity Members of a newly formed Proposer, additional information regarding the Guarantor shall be provided as specified in this RFQ. Proposers shall note that TxDOT may, in its discretion based upon the review of the information provided, specify that an acceptable Guarantor is required as a condition of shortlisting.

PART C
EXHIBITS AND FORMS

EXHIBIT A
Project Information and Status

1. Project Description/Information

Project scope components include the design and construction of each of the site locations (the "Locations") identified on Exhibit C. The purpose of the project is to provide maintenance improvements and safety improvements, including repairs to roadways and bridges within the State highway systems damaged by oversize vehicles, overweight loads, or by above normal vehicle usage in the development and production of energy resources. In addition to design and construction, the DBC will require the Design-Build Contractor to be responsible for all maintenance for each Location from the contract execution through and including substantial completion of each such Location. The scope of such maintenance obligation will include signing and pavement maintenance for these Locations.

2. Project Cost Estimates

TxDOT's current estimate for the aggregate Project cost is approximately $150 million.

3. Funding Available for Project Costs

TxDOT intends to fully finance the design and construction of the Project and no private financing is required.

4. Right-of Way Acquisition

TxDOT does not anticipate the need for ROW acquisition services for this Project.

5. Geotechnical, Utility Relocation, Hazardous Materials Investigations, Detention Plan, Aesthetic Treatment and Railroad Coordination

(a) Geotechnical Investigation Program

TxDOT may consider conducting limited geotechnical investigation for the Project. The Proposers will be allowed to conduct geotechnical investigation activity on TxDOT ROW or private property (pursuant to a right of entry granted to TxDOT), during the procurement. Such activities will require the appropriate coordination with TxDOT as specified by TxDOT during the RFP process (i.e., permitting, traffic control, notification etc.). Proposers must obtain permits through the normal permitting process prior to performing any drilling on State ROW. TxDOT will provide existing plans that contain geotechnical borings from previous projects during the RFP process.

(b) Utility Investigation

The DBC will require the Design-Build Contractor to be responsible for performing or causing to be performed necessary utility relocations/adjustments in accordance with applicable standards and, with limited exceptions specified in the DBC, for the costs associated with utility relocations/adjustments, except to the extent the utilities are legally responsible for such costs.

(c) Hazardous Materials Investigation

No hazardous materials are anticipated within the Project. If any is identified during the procurement process, the appropriate data will be provided to Proposers.

(d) Railroad and Airport Coordination

The Design-Build Contractor will be required to address any necessary railroad and/or airport coordination with respect to any Location. If any railroad or airport coordination matters are identified by TxDOT during the procurement process, such information will be provided to the Proposers.

(e) Other Due Diligence Activities

TxDOT is currently assessing what, if any, additional site and due diligence information beyond that which is specified in Part C, Exhibit A, Sections 5(a) through 7(d) will be provided. The shortlisted Proposers may, during the industry review process, be asked to provide input on this topic.

EXHIBIT B
DRAFT DESIGN-BUILD CONTRACT
TERM SHEET

[*See attached term sheet.*]

ENERGY SECTOR ROADWAY REPAIR PROJECT
DRAFT DESIGN-BUILD CONTRACT TERM SHEET

This document provides background information and summarizes the major terms of the design and construction project for the Energy Sector Roadway Repair Project (the "Project"), to be entered into by the Texas Department of Transportation ("TxDOT"), and a firm (the "Design-Build Contractor") to be selected based on responses to a Request for Proposals (the "RFP"). This document is intended as a general description of certain major contract terms and is not a restatement or interpretation of the contract requirements. There are numerous details, exceptions and qualifications associated with the provisions described below which can only be ascertained by reviewing the Design-Build Contract (the "DBC") itself.

DESCRIPTION OF PROJECT

Project scope components include the design and construction of the Project. Except as otherwise specified, all work for design and construction (the "Work") will be the responsibility of the Design-Build Contractor. Further details regarding the Project can be found in the Request for Qualifications to which this term sheet is attached.

TxDOT currently anticipates that the DBC will include a general warranty of the Work for each Location (other than design Work not performed by the Design-Build Contractor) for a period of up to 1 year following the Substantial Completion of each Location. Further details regarding the scope of the warranty will be provided in the DBC.

The parties intend for the DBC to be a fixed price, lump sum contract obligating the Design-Build Contractor to complete the Work by the deadlines set forth in the DBC and in a manner satisfactory to TxDOT, for the agreed price (the "Price"), subject only to certain specified limited exceptions. The payment by TxDOT of the Price for the Work will be based on a progress scheduled to be identified in the DBC.

CONTRACT OVERVIEW	
Design-Build Contractor & Agreement Date	To be determined
Scope of Work	DBC requires the Design-Build Contractor to design and construct (with quality and durability) the Project. The Design-Build Contractor's Work includes the obligation to furnish a complete design for the Project meeting all DBC requirements, to construct the Project as designed and in accordance with all requirements, and otherwise to comply with all DBC requirements. In addition, the Design-Build Contractor will be responsible for all maintenance for each Location from the contract execution through and including Substantial Completion for each such Location. The scope of such maintenance obligation will include signing and pavement maintenance for these Locations. See the RFQ for further details regarding the Scope of Work.
Notices to Proceed	TxDOT anticipates issuing NTP1 concurrently with execution of the DBC. Issuance of NTP1 authorizes the Design-Build Contractor to perform the portion of the Work necessary to obtain TxDOT's approval of the Project Management Plan and to enter the Project Right of Way (ROW) TxDOT owns in order to conduct surveys and site investigations, including geotechnical, hazardous materials and utilities investigations. NTP2, authorizing performance of the remainder of the Work, is conditioned upon approval by TxDOT of the Project Management Plan prepared by the Design-Build Contractor. For planning purposes, TxDOT anticipates issuing NTP2 within 90 days after issuance of NTP1. The Price will remain valid without escalation until 180 days after the Proposal Due Date. If NTP1 is not issued within 180 days and the Design-Build Contractor does not, in whole or in part, cause the delay, the Price will be subject to escalation (based on the ENR Construction Cost Index) until issuance of NTP1. If NTP1 is not issued within 180 days from the Proposal Due Date, the Design-Build Contractor may terminate the DBC.
Contract Documents	The Contract Documents include the DBC and exhibits (including any applicable federal requirements), Technical Provisions, design documents, specifications, plans, and all amendments to the foregoing and all Change Orders issued.
Contract Documents (Proposal)	The Proposal (to the extent that it is consistent with or exceeds the requirements of the other Contract Documents) will also be a Contract Document, such that commitments made by the Design-Build Contractor in the Proposal relating to the Work will be binding.
PRICE, SECURITY & PAYMENTS	

Price	This is a lump sum contract, to be paid based on progress. The only changes to Price are via change order or value engineering.

BONDS: Proposal, Performance, Payment, Retainage & Warranty	A Proposal Bond in the amount of $5,000,000 will remain in place as security for performance of the Design-Build Contractor's obligations. Upon receipt of the Performance and Payment bonds (and other documents required for NTP1) the Proposal Bond will be released. Payment and Performance Bonds in the amount of $5,000,000 will be required as security for the Design-Build Contractor's obligations as a condition to issuance of NTP1. A Performance Bond in an amount equal to the Price allocable to Construction Work will be required on or before NTP2 and will be released upon Final Acceptance of the Project and the receipt of the Warranty Bond. A Payment Bond in an amount equal to the Price allocable to Construction Work will be required on or before NTP2 and will be released upon: (a) receipt of (i) evidence that all claims against the Payment Bond have been fully paid and (ii) unconditional releases of Liens and stop notices, or (b) expiration of the statutory period for filing a claim against the Payment Bond if no claims have been filed. Retainage Bond in the amount of 4% of the Price will be required (on or before NTP2) as a guaranty for the protection of any claimants and TxDOT for overpayments, Liquidated Damages, and other deductions or damages owed by the Design-Build Contractor. Warranty Bond in the amount of 20% of the Price is required (as a condition to Final Acceptance of the Project) to guarantee performance of the Work required to be performed during the Warranty period. If the Price is increased in connection with a Change Order, TxDOT may, in its sole discretion, require a corresponding proportionate increase in the amount of each bond.
Guaranty	A guaranty of the Design-Build Contractor's obligations from a Guarantor approved by TxDOT will be required if the Design-Build Contractor is a newly formed entity (i.e., the entity has been in existence for one year or less), if the Design-Build Contractor submitted parent company financial statements in response to the RFQ or RFP or if the Design-Build Contractor fails to meet certain net worth requirements.
Value Engineering	TxDOT and the Design-Build Contractor will share in any net savings resulting from value engineering proposals by the Design-Build Contractor.
Mobilization	The Design-Build Contractor will be entitled to payment for mobilization in installments, in an amount equal to the bid item price for mobilization, not to exceed 10% of the Price.

Payment Obligations & Progress Payment Limitations	TxDOT will make payments based on progress as evidenced by a monthly Draw Request submitted by the Design-Build Contractor. Invoices must conform strictly with the format prescribed by TxDOT. The Maximum Payment Schedule establishes the cap on cumulative progress payments at particular times. If the Design-Build Contractor falls behind schedule, no progress payments will be paid until a recovery schedule is approved in writing.
COMPLETION DEADLINES, SCHEDULE AND DELAY	
Completion Deadlines	The DBC will identify the conditions for a declaration of Substantial Completion with respect to each Location. Substantial Completion of the Project will be declared upon Substantial Completion of the final Location. The deadline for Substantial Completion of the Project is anticipated to be between September 2015 and March 2016. The entire Project must be opened to traffic on or before the Substantial Completion deadline, which will be identified in the DBC. The Final Acceptance deadline for the Project is 60 days after Substantial Completion of the Project. Extensions of completion deadlines are allowed only under limited circumstances. (See Change Order section below.)
Schedule	The Design-Build Contractor must perform the Work in accordance with an approved comprehensive critical path schedule. The baseline schedule will be the schedule submitted with the Proposal and any changes must be approved by TxDOT as a condition to NTP2. The schedule will be updated monthly during the Project and used for payment, planning and monitoring progress of the Work. If the Design-Build Contractor falls behind schedule, a recovery schedule to regain lost time is required or TxDOT will withhold payments.
Delay	Liquidated damages will be assessed for delays in meeting the deadlines for Substantial Completion of the Project and Final Acceptance of the Project. TxDOT will have the right to terminate the DBC if Substantial Completion of the Project or Final Acceptance of the Project is delayed for more than a year. (See Liquidated Damages section below.)
CONTRACT RIGHTS & RESPONSIBILITIES	
Right of Way	TxDOT has acquired the right of way, which it anticipates to be sufficient for the Project. The Design-Build Contractor may request TxDOT acquire that additional right of way. TxDOT pays the acquisition cost if additional parcels are necessary due to a TxDOT-Directed Change or Force Majeure event. The Design-Build Contractor is responsible for the acquisition cost for parcels acquired for any other reason. The Design-Build Contractor is responsible for the cost of any temporary construction easements or other temporary property interests.

Design and Construction	The Design-Build Contractor is responsible for design and construction in accordance with the Contract Documents.
Design Liability	The Design-Build Contractor assumes full responsibility and liability with respect to design of the Project, including correction of any errors, omissions, inconsistencies or other defects in the Schematic Design affecting constructability.
QA/QC	The Design-Build Contractor is required to establish and implement a comprehensive, TxDOT-approved quality assurance (QA) and quality control (QC) program. Quality assurance will be provided by independent quality assurance firm(s) retained by the Design-Build Contractor.
Design and Construction Oversight	TxDOT will have the right at all times to monitor, inspect, sample, measure, attend, observe or conduct tests and investigations, and conduct any other oversight respecting any part or aspect of the Project or the Work, to the extent necessary or advisable to: (a) comply with any applicable federal agency requirements, and (b) verify the Design-Build Contractor's compliance with the Contract Documents. The Design-Build Contractor at all times will coordinate and cooperate, and require its Subcontractors to coordinate and cooperate, with TxDOT and its Authorized Representative to facilitate TxDOT's oversight activities.
Standards	The Design-Build Contractor must design and construct the Project in general conformity with the Schematic Design, in accordance with all professional engineering principles and construction practices generally accepted in the State as standard in the industry, in a good and workmanlike manner, free from defects and in accordance with the terms and conditions set forth in the Contract Documents, including the Technical Provisions. The Design-Build Contractor will be required to obtain TxDOT approval to make modifications to the specified components of the Basic Configuration.
Warranties	The warranty term for each Location will commence upon Substantial Completion of each Location. A general warranty of the Work for each Location (other than design Work not performed by the Design-Build Contractor) will remain in effect until one year after the Substantial Completion of such Location, except that warranties for elements of each Location that will be owned by Persons other than TxDOT (such as Utility Owners) will commence as of the date of acceptance thereof by such Persons and will end one year thereafter. In the case of repaired, replaced or corrected Work, the warranty term will extend for an additional one-year period following the completion of such repaired, replaced or corrected Work, not to exceed two years after Final Acceptance of the Project. The Warranties apply notwithstanding maintenance work performed by TxDOT during the Warranty period.
ENVIRONMENTAL & PERFORMANCE RISKS	

Permits & Approvals	TxDOT anticipates obtaining key specified permits and governmental approvals as specified in the Contract Documents. The Design-Build Contractor will be entitled to a Change Order to compensate the Design-Build Contractor for any increased costs due to changes in the final environmental approval from the draft requirements included in the request for proposals. The Design-Build Contractor will be responsible for obtaining all other permits and government approvals.
New Environmental Approvals	The Design-Build Contractor is responsible for obtaining all new environmental approvals or changes to existing approvals. If a new or revised environmental approval becomes necessary for any reason other than for a TxDOT-Directed Change or Force Majeure Event, the Design-Build Contractor will bear full responsibility for all costs and delays.
Environmental Compliance	The Design-Build Contractor shall be responsible for performance of all environmental mitigation measures and compliance with all other conditions and requirements of the Contract Documents and Environmental Approvals, including TxDOT-Provided Approvals and similar Governmental Approvals for the Project.
CONTRACT CHANGES & COSTS OUTSIDE THE CONTRACT	
Change Orders	A TxDOT signed Change Order or Directive Letter is required for any increase to Price or time extension. TxDOT may issue unilateral Change Orders. The Design-Build Contractor will prepare a scope of work, cost estimate, delay analysis and other information for each Request for Change Order. Change Orders requesting a time extension must also provide an alternative Change Order form including an acceleration schedule. Change Orders are subject to strict requirements (including notice & delivery).
Differing Site Conditions	Change Orders for additional costs due to Differing Site Conditions will be allowed for: subsurface or surface physical conditions of an unusual nature, differing materially from those ordinarily encountered in the area. The Design-Build Contractor will be responsible for the first $7 million of additional costs, in the aggregate, as the result of Differing Site Conditions. The Design-Build Contractor will not be allowed any time extension or delay damages for delays due to Differing Site Conditions.
Deviations	The Design-Build Contractor may deviate from the Schematic Design as it deems advisable, provided that it obtains prior written approval by TxDOT and/or an approved Change Order with respect to any deviation from the Basic Configuration. Changes in the Work which have no net cost effect on the Price may be approved in writing by TxDOT as a Deviation without requiring a Change Order.
Nonconforming Work	TxDOT may, but is not obligated to, accept any Nonconforming Work without requiring it to be fully corrected, in which case the Price will be decreased. TxDOT may require Nonconforming Work to be remedied or removed/replaced at the Design-Build Contractor's cost and without time extension, and may deduct the cost of doing so if the Design-Build Contractor fails to correct the Nonconforming Work as required. Acceptance of Nonconforming Work by TxDOT does not relieve the Design-Build Contractor of any Warranty requirements.

TxDOT-Directed Changes	The Design-Build Contractor will be entitled to a Change Order providing for Price adjustment and/or a time extension for: Change in the scope of the Work directed by TxDOT. Suspensions of the Work on the critical path by TxDOT for its convenience for more than 48 hours per suspension. Any new environmental approvals necessitated by a TxDOT-Directed Change.
Hazardous Materials	The Design-Build Contractor is entitled to a Price increase for direct costs due to discovery of hazmat within the Schematic ROW. The Design-Build Contractor is entitled to an extension of Completion Deadlines if the hazmat discovery results in delays to a Critical Path activity. The Design-Build Contractor is not entitled to an extension of any Completion Deadline for investigation or characterization of hazmat. The Design-Build Contractor is not entitled to an increase in price for remediation costs resulting from its own acts or omissions, or hazardous materials brought onto the Site by the Design-Build Contractor. The Design-Build Contractor is not entitled to any increase in price or time with respect to: (a) immaterial quantities, (b) hazmat that could have been avoided by reasonable design modifications or construction techniques, (c) costs that could have been avoided, (d) hazmat on Additional Properties designated by the Design-Build Contractor, or (e) hazmat encountered during the demolition of buildings, fixtures or other improvements within the Site.
Utilities	The Design-Build Contractor is responsible for performing all necessary utility adjustment work and is not entitled to a Change Order for performance of adjustment work that was initially anticipated to be performed by a Utility Owner. The Design-Build Contractor is not entitled to any time extensions on account of delays attributable to utilities, except for delays affecting the Critical Path due to (a) New Utilities requiring adjustment and (b) utility owners that do not enter into adjustment agreements. The Design-Build Contractor is entitled to a price increase for (a) an Unidentified Utility located within the Schematic ROW to the extent that the Design-Build Contractor's costs increase by more than $50,000 per utility, and (b) a New Utility (i.e., a Utility installed in the Schematic ROW after the proposal due date that was not known by the Design-Build Contractor).

Force Majeure Events (Definition)	The Design-Build Contractor will be entitled to additional time and/or compensation for specified Force Majeure Events (provided they are beyond the Design-Build Contractor's control and not due to act or omission by Design-Build Contractor or its contractors, etc.) which materially and adversely affect the Design-Build Contractor's obligations and which could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by the Design-Build Contractor: ***The following are examples and will be described in more detail in the DBC***: Any earthquake, tornado, hurricane or other natural disaster causing direct physical damage to the Project; Any epidemic in the Project area; Any blockade, rebellion, war, riot, act of sabotage or civil commotion that causes direct physical damage to the Project; Discovery of any archaeological, paleontological or cultural resources not disclosed or discoverable through reasonable investigation prior to the Proposal Due Date; Discovery of any species listed as threatened or endangered if their existence was not disclosed or discoverable through reasonable investigation prior to the Proposal Due Date; Material change in law; Third party hazmat spill; Issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of a material portion of the Work; Suspension, termination, denial or failure to obtain or non-renewal of any TxDOT-Provided Approval; The addition of any new condition or requirement in the environmental approval based on the Schematic Design and the Schematic ROW.
Matters Not Eligible for Change Orders	The Design-Build Contractor is responsible for all risks not specifically accepted by TxDOT; examples of specific exclusions will be identified in the DBC.
BUSINESS RISKS	
Insurance	The Design-Build Contractor is required to provide insurance coverage to be specified in the DBC, which must include at a minimum: commercial general liability, workers' compensation and employer's liability; bodily injury/property damage and comprehensive business auto liability, professional liability coverage, builder's risk, and pollution liability. Subcontractor insurance requirements are also to be specified in the DBC. TxDOT and its members, directors, officers, employees, agents and Project consultants must be additional insureds, except on the professional liability policy.

Design-Build Contractor Defaults	The following are examples of Design-Build Contractor Defaults: Failure to begin Work within 30 days following issuance of NTP1, or failure to commence and diligently perform the Construction Work; Failure to complete the Work by the applicable Completion Deadline; Failure to perform the Work in accordance with the Contract Documents, Suspending or ceasing the Work or failure to continuously and diligently prosecute the Work; Failure to obtain or maintain any insurance, bonds, guarantees, letters of credit or other performance security as and when required under the DBC; Voluntary or involuntary assignment or transfer of all or any portion of the DBC; without TxDOT's prior written consent; Failure to make payment when due for labor or equipment or failure to make payment to TxDOT when due of any amounts owing to TxDOT; Failure to timely observe or perform any other material obligation, term or condition under the DBC; Material misrepresentation by the Design-Build Contractor; and Voluntary or involuntary bankruptcy or insolvency.
Cure of Design- Build Contractor Defaults	The Design-Build Contractor will have an opportunity to cure certain Design-Build Contractor Defaults, as described in the DBC documents.
TxDOT Remedies for Design-Build Contractor Default	TxDOT will have the right to exercise one or more of the following remedies in the event of an uncured Design-Build Contractor Default: Right to terminate; Right to deduct amounts (including interest) payable to TxDOT from amounts owing to the Design-Build Contractor; Right to recover damages; Right to take immediate action in the event of emergency or danger; Right to draw on, enforce and collect any bonds, letters of credit, guaranty, or other performance security available to TxDOT for Design-Build Contractor Default; and Other remedies as provided by Law.
Design-Build Contractor's Right to Stop Work	The Design-Build Contractor has the right to stop Work if TxDOT fails to make an undisputed payment due within 15 business days after TxDOT's receipt of written notice of nonpayment from the Design-Build Contractor. If such nonpayment continues for more than 180 days, upon written notice from the Design-Build Contractor to TxDOT, the nonpayment may be deemed a Termination for Convenience.

Suspension	TxDOT may order the Design-Build Contractor to suspend all or any part of the Work for the period of time that TxDOT deems appropriate. Such suspension for convenience will be considered a TxDOT-Directed Change, except for brief suspensions (less than 48 hours each), for which the Design-Build Contractor will be entitled to a time extension but not compensation.
Termination	The Design-Build Contractor may terminate the DBC if NTP1 is not issued by TxDOT on or before 180 days after the Proposal Date. After issuance of NTP1, the Design-Build Contractor has no unilateral right to terminate, except in the event of non-payment after a specified period, or a suspension of work for more than one year. TxDOT may terminate the DBC for convenience or for the Design-Build Contractor's default.
Liquidated Damages	Delay: Per day Liquidated Damages in the amount specified in the DBC will be assessed for delay in reaching Substantial Completion of the Project by the Completion Deadline, for up to 180 days of delay. Per day Liquidated Damages in an amount as specified in the DBC will be assessed for delay in Final Acceptance of the Project beyond the Acceptance Deadline. Key Personnel: Liquidated Damages will be assessed for unavailability of the Project Manager and other Key Personnel.
Indemnification	The Design-Build Contractor shall indemnify, defend and hold harmless TxDOT, State of Texas and their agents/employees for the Design-Build Contractor errors, omissions, negligence, or willful misconduct, breach of the DBC, the Design-Build Contractor release of hazmat, and failure to comply with applicable laws or Governmental Approvals, among other things.
OTHER CONTRACT PROVISIONS	
Dispute Resolution	Partnering meetings, for dispute resolution, conducted by a mutually agreed upon facilitator are to include Key Personnel and executives of both parties. Costs of partnering are to be shared equally by the parties. Informal and voluntary dispute resolution alternatives are encouraged and preferred in lieu of the more formal process described in detail in the DBC. If partnering and informal dispute resolution fails to resolve an issue and the Design-Build Contractor elects to pursue a formal Dispute with TxDOT, the Dispute shall be resolved pursuant to Texas Transportation Code Section 201.112 and the dispute resolution procedures established thereunder, as the same may be amended from time to time.
Records and Documentation	The Design-Build Contractor must maintain all records and documents in accordance with Texas State Records Retention Schedule.

Escrow Proposal Documents (EPD's)	The Design-Build Contractor's detailed Proposal pricing information will be kept at TxDOT's Procurement office as EPDs. EPDs shall be available for review by any dispute resolver(s). Change Order documentation will be added to EPDs. EPDs will be maintained until all of the following shall have occurred: (a) 180 days from the later of Final Acceptance of the Project or termination of the DBC; (b) all Claims or Disputes regarding the Work have been settled; and (c) Final Payment has been made and accepted.
DBE Provisions; Subcontractors	TxDOT's DBE Program for design-build contracts is based on TxDOT's standard DBE Program with certain modifications to accommodate the design-build approach. After execution of the DBC, the Design-Build Contractor must select subcontractors based on procedures approved by TxDOT. The Design-Build Contractor shall be required to flow down required terms into subcontracts. Subcontracts must be fully assignable to TxDOT. Dispute procedures involving Subcontractors shall contain additional requirements.
Key Personnel	Certain job categories of Key Personnel for the Project are identified. Key Personnel may not be substituted without TxDOT's prior written consent. Liquidated Damages may be assessed for unavailability of certain Key Personnel.
Assignment	The Design-Build Contractor may not assign its interests in the DBC without TxDOT's prior written consent. TxDOT may assign its interests in the DBC: (a) without the Design-Build Contractor's consent, to any to any other Person that succeeds to the governmental powers and authority of TxDOT; and (b) to others with prior written consent of the Design-Build Contractor.

EXHIBIT C
PROJECT LOCATIONS, SCOPE AND LIMITS

[*See attached.*]

EXHIBIT C
PROJECT LOCATIONS, SCOPE AND LIMITS

Rank	District	Highway	County	Physical Limits (From)	Physical Limits (To)	Approx. Length (mi)	Construction Cost Estimate ($M)	Description of Work
	BASE							
1	Laredo	FM 133	LaSalle	IH 35	Dimmit C/L	11	4.8	Pavement widen/resurface
2	Corpus Christi	FM 882	Bee	FM 626	SH 72	14	4.3	Pavement widen/resurface
3	Corpus Christi	US 181	Karnes	FM 887 W	FM 1144	10	16.0	Pavement widen/rehab
4	Laredo	FM 190	Dimmit	13th Street	US 83 North	2	2.7	Pavement widen/resurface
5	San Antonio	SH 16	McMullen	Tilden city limits	Duval C/L	28	15.4	Pavement resurface/super 2
6	Yoakum	FM 443	Gonzales	Dewitt C/L	US 90	9	1.4	Pavement widen/resurface
7	Yoakum	FM 2067	Gonzales	US 183	End of State MNT	7	1.9	Pavement widen/resurface
8	Laredo	FM 469	LaSalle	IH 35 E. FR Intersection	SH 97	16	7.9	Pavement widen/rehab
9	Laredo	IH 35 (W. FR)	LaSalle	LaSalle/Frio C/L	N. Int. BI-35	14	6.3	Pavement widen/rehab
10	Corpus Christi	FM 627	Karnes	FM 2724	FM 81	9	3.0	Pavement widen/resurface
11	Corpus Christi	FM 2049	Live Oak	IH 37	SH 72	10	3.2	Pavement widen/resurface
12	Yoakum	FM 240	Dewitt	0.2 miles N. of VFW Rd.	US 87	15	2.0	Pavement widen/resurface
13	Laredo	IH 35 (E. FR)	LaSalle	N. Int. BI-35	Frio/LaSalle C/L	14	6.2	Pavement widen/rehab
14	Corpus Christi	FM 81	Karnes	SH 123	SH 80	6	1.9	Pavement widen/resurface
15	Corpus Christi	FM 81	Karnes	FM 1144	SH 123	6	1.7	Pavement widen/resurface
16	Corpus Christi	FM 1042	Live Oak	US 281	FM 1545	9	2.0	Pavement rehab
17	Yoakum	FM 443	Dewitt	Gonzales C/L	SH 111	3	0.5	Pavement widen/resurface
18	Yoakum	FM 1680	Lavaca	FM 532	Gonzales C/L	3	1.3	Pavement widen/rehab
19	Laredo	FM 117	Zavala	US 57	Zavala/Frio C/L	19	8.4	Pavement widen/resurface
20	San Antonio	FM 140	Atascosa	SH 16	Charlotte city limits	12	7.7	Pavement widen/resurface
21	Corpus Christi	FM 3192	Live Oak	FM 2049	FM 882	6	0.6	Pavement rehab
22	San Antonio	FM 791	Atascosa	US 281A	Karnes C/L	12	11.6	Pavement rehab
23	Corpus Christi	FM 624	Jim Wells	US 281	SH 359	11	4.0	Pavement widen/resurface
24	Yoakum	FM 952	Dewitt	SH 72	FM 2656	4	2.0	Pavement widen/resurface
25	Yoakum	FM 1680	Gonzales	US 90	Lavaca C/L	10	4.4	Pavement widen/rehab
26	San Antonio	FM 791	Atascosa and McMullen	Atascosa/ McMullen C/L	SH 16	7	6.7	Pavement widen/rehab
27	Corpus Christi	SH 119	Karnes	SH 80	Dewitt C/L	7	4.0	Pavement rehab
28	Laredo	FM 624	LaSalle	SH 97	3.16 miles south of FM 469	17	6.3	Pavement rehab
	ADDITIONAL PROJECTS							
29	San Antonio	FM 791	Atascosa and McMullen	US 281A	Atascosa/ McMullen C/L	12	10.4	Pavement widen/rehab
30	Yoakum	FM 77	Gonzales	US 87	FM 108	8	4.2	Pavement widen/rehab
31	Laredo	FM 469	LaSalle	SH 97	FM 624	16	10.3	Pavement widen/rehab

EXHIBIT D
PROJECT MAP

[*See attached.*]

EXHIBIT D
PROJECT MAP

Energy Sector Roadway Repair Project
Eagle Ford Shale

LEGEND

RANK	DISTRICT	HIGHWAY	COUNTY	PHYSICAL LIMITS (FROM)	PHYSICAL LIMITS (TO)
1	LAREDO	FM 133	LASALLE	IH 35	DIMMIT C/L
2	CORPUS CHRISTI	FM 882	BEE	FM 626	SH 72
3	CORPUS CHRISTI	US 181	KARNES	FM 887 W.	FM 1144
4	LAREDO	FM 190	DIMMIT	13TH STREET	US 83 NORTH
5	SAN ANTONIO	SH 16	MCMULLEN	TILDEN CITY LIMITS	DUVAL C/L
6	YOAKUM	FM 443	GONZALES	DEWITT C/L	US 90
7	YOAKUM	FM 2067	GONZALES	US 183	END OF STATE MNT.
8	LAREDO	FM 469	LASALLE	IH 35 E. FR INTERSECTION	SH 97
9	LAREDO	IH 35 (W. FR)	LASALLE	LASALLE/FRIO C/L	N. INT. BI-35
10	CORPUS CHRISTI	FM 627	KARNES	FM 2724	FM 81
11	CORPUS CHRISTI	FM 2049	LIVE OAK	IH 37	SH 72
12	YOAKUM	FM 240	DEWITT	0.2 MIILES N. OF VFW RD.	US 87
13	LAREDO	IH 35 (E. FR)	LASALLE	N. INT. BI-35	FRIO/LASALLE C/L
14	CORPUS CHRISTI	FM 81	KARNES	SH 123	SH 80
15	CORPUS CHRISTI	FM 81	KARNES	FM 1144	SH 123
16	CORPUS CHRISTI	FM 1042	LIVE OAK	US 281	FM 1545
17	YOAKUM	FM 443	DEWITT	GONZALES C/L	SH 111
18	YOAKUM	FM 1680	LAVACA	FM 532	GONZALES C/L
19	LAREDO	FM 117	ZAVALA	US 57	ZAVALA/FRIO C/L
20	SAN ANTONIO	FM 140	ATASCOSA	SH 16	CHARLOTTE CITY LIMITS
21	CORPUS CHRISTI	FM 3192	LIVE OAK	FM 2049	FM 882
22	SAN ANTONIO	FM 791	ATASCOSA	US 281A	KARNES C/L
23	CORPUS CHRISTI	FM 624	JIM WELLS	US 281	SH 359
24	YOAKUM	FM 952	DEWITT	SH 72	FM 2656
25	YOAKUM	FM 1680	GONZALES	US 90	LAVACA C/L
26	SAN ANTONIO	FM 791	ATASCOSA/MCMULLEN	ATASCOSA/MCMULLEN C/L	SH 16
27	CORPUS CHRISTI	SH 119	KARNES	SH 80	DEWITT C/L
28	LAREDO	FM 624	LASALLE	SH 97	3.16 MILES S. OF FM 469
29	SAN ANTONIO	FM 791	ATASCOSA/MCMULLEN	US 281A	MCMULLEN/ATASCOSA C/L
30	YOAKUM	FM 77	GONZALES	US 87	FM 108
31	LAREDO	FM 469	LASALLE	SH 97	FM 624

Note: Approximate shale area shown

FORM A

TRANSMITTAL LETTER

PROPOSER:_____

QS Date: [*Insert date*]

Frank Holzmann, P.E.
Texas Department of Transportation
7600 Chevy Chase Drive, Building 2, 4th Floor
Austin, Texas 78752

The undersigned ("Proposer") submits this qualification statement (this "QS") in response to that certain Request for Qualifications dated as of January 18, 2013 (as amended, the "RFQ"), issued by the Texas Department of Transportation ("TxDOT") to design and construct the Energy Sector Roadway Repair Project (referred to herein as the "Project"), pursuant to a Design-Build Contract ("DBC"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

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

Volume 1:	Transmittal Letter (this Form A), Executive Summary, Entity Qualifications (Forms D-1, D-2 and E), Legal Qualifications, Statement of Technical Approach;
Volume 1 Appendix:	Forms B and C, Surety Letter, Personnel Qualifications; and
Volume 2:	Financial Qualifications.

Proposer acknowledges receipt, understanding and full consideration of all materials posted on TxDOT's website with respect to the Project

http://txdot.gov/business/partnerships/current-cda/energy-sector.html

and the following addenda and sets of questions and answers to the RFQ:

[*Proposer to list any addenda to this RFQ and sets of questions and answers by dates and numbers prior to executing Form A*]

Proposer represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the QS.

Proposer understands that TxDOT is not bound to short-list any Proposer and may reject each QS TxDOT may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this QS and participating in the Project procurement process will be borne solely by the Proposer, except, to the extent of any payment made by TxDOT for work product.

Proposer agrees that TxDOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this QS.

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

Proposer's business address:

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

_____
(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization:_____

[Insert appropriate signature block from following]

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

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert 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 Proposer's name]

By: _____

Print Name: _____
Attorney in Fact

4. Sample signature block for a Proposer not yet formed as a legal entity:

[Insert lead team member entity name], on behalf of itself and the other team members expected to be a part of *[Insert Proposer's expected name]*

By:_____

Print Name:_____

Title:_____

FORM B

INFORMATION REGARDING
PROPOSER, EQUITY MEMBERS, MAJOR NON-EQUITY MEMBERS, GUARANTORS AND CONSTRUCTION TEAM MEMBERS

(for Public Release)

Name of Proposer: _____

Entity (check all applicable boxes for the entity completing this Form B):

☐ Proposer; ☐ Equity Member; ☐ Major Non-Equity Member; ☐ Guarantor;

☐ Construction Team Member; or

☐ Other _____

Name of Entity Completing Form B:
_____

Year Established: _____ State of Organization: _____

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

North American Industry Classification Code: _____

Name of Official Representative Executing Form B: _____

Individual's Title: _____

E-mail Address: _____

Type of Business Organization (check one):

Corporation
Partnership
Joint Venture
Limited Liability Company
Other (describe)

A. Business Address: _____
Headquarters: _____
Office Performing Work: _____
Contact Telephone Number: _____

B. Indicate the role of the entity in the space below.

_____

_____

C. If the entity completing this Form B is a joint venture or newly formed entity (formed within the past two years), complete a separate Form B and, if such entity is the Proposer, an Equity Member, Major Non-Equity Member or Guarantor), a separate Form C for each member of or partner in the joint venture or newly formed entity and attach them to the QS. In addition, identify the name of such members or partners in the space below.

Name

_____

_____

_____

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

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

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

FORM C

CERTIFICATION

Proposer: _____

Name of Firm: _____

Entity (check one box for entity completing this Form C as applicable):

☐ Proposer; ☐ Equity Member; ☐ Major Non-Equity Member; ☐ Guarantor; or

☐ Other _____

1. Has the firm or any affiliate* or any **current** officer thereof, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past five years?

   Yes ☐ No ☐

   If yes, please explain:

2. Has the firm or any affiliate* ever sought protection under any provision of any bankruptcy act?

   Yes ☐ No ☐

   If yes, please explain:

3. Has the firm or any affiliate* ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years?

   Yes ☐ No ☐

   If yes, please explain:

4. Has the firm or any affiliate* ever 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 within the past ten years?

   Yes ☐ No ☐

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.

5. 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 rules, regulations, or requirements?

Yes ☐ No ☐

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

6. 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 Texas governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Texas law?

Yes 12 ☐ No ☐

If yes, please explain:

7. Has the firm or any affiliate* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Texas Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes ☐ No ☐

If yes, please explain:

8. With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-7 above and/or subject to

debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes ☐ No ☐

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-7 above.

9. With respect to legal liabilities, provide a list and a brief description of all instances during the last five years involving transportation projects in which the firm or any affiliate* was (i) determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and e-mail address.

10. With respect to legal proceedings, provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other dispute resolution proceeding occurring during the last five years between the public owner and the firm or any affiliate* and involving an amount in excess of $300,000 related to performance in capital transportation projects with a contract value in excess of $10 million.

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* The term "Affiliates" includes parent companies, subsidiary companies, joint venture members and partners, and partners in which the entity has more than a 15% interest.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

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

FORM D-1 - TECHNICAL EXPERIENCE – DESIGN

EXPERIENCE OF THE LEAD ENGINEERING FIRM IN THE DESIGN AND ENGINEERING OF REFERENCE PROJECTS

COMPANY NAME (1)	PROJECT NAME AND LOCATION (2), (3)	PROJECT COST (4) & (5)	START/END DATES	% OF WORK COMPLETED BY DECEMBER 31, 2012	LEVEL OF COMPANY'S PARTICIPATION (6) & (8)	ROLE OF COMPANY FOR THE PROJECT (7)

Notes:

(1) A maximum of two projects may be included.

(2) Only list projects on which the Lead Engineering Firm worked within the past ten years.

(3) Only list projects where the Lead Engineering Firm held a minimum 30% of the ultimate responsibility for the design and engineering experience. If the Lead Engineering Firm is a joint venture, only list projects from members of the joint venture that will perform at least 30% of the Lead Engineering Firm's potential design and engineering work for the Project.

(4) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of December 31, 2012, including the benchmark on which the exchange rate is based.

(5) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.

(6) Show company's participation in terms of money and percentage of the work and provide a brief summary of the role the company played in the listed project (scope of work).

(7) Attach to this form a maximum two-page narrative description for each project listed in this column (on separate 8-1/2" x 11" sized white paper). The description should, at a minimum, give an overview of the project, and explain why the experience the company gained on the project is relevant.

(8) For projects/contracts listed for design firms that were traditional consultant/engineering services contracts (as opposed to, for example, design-build contracts), the information sought above shall be limited only to the consultant/engineering services contract, rather than any ensuing construction contract where such entity had limited or no involvement.

FORM D-2 - TECHNICAL EXPERIENCE - CONSTRUCTION

EXPERIENCE OF THE LEAD CONTRACTOR IN THE CONSTRUCTION OF REFERENCE PROJECTS

COMPANY NAME (1)	PROJECT NAME AND LOCATION (2), (3)	PROJECT COST (4) & (5)	START/END DATES	% OF WORKS COMPLETED BY DECEMBER 31, 2012	LEVEL OF COMPANY'S PARTICIPATION (6)	ROLE OF COMPANY FOR THE PROJECT (7)

Notes:

(1) A maximum of three projects may be included.

(2) Only list projects on which the Lead Contractor worked within the past ten years.

(3) Only list projects where the Lead Contractor held a minimum 30% of the ultimate responsibility for the construction experience. If the Lead Contractor is a joint venture, only list projects from joint-venture members that will perform at least 30% of the Lead Contractor's potential construction work for the Project.

(4) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of December 31, 2012, and identify the benchmark on which the exchange rate is based.

(5) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.

(6) Show company's participation in terms of money and percentage of the work.

(7) Attach to this form a maximum two-page narrative description for each project listed in this column (on separate 8-1/2" x 11" sized white paper). The description should, at a minimum, give an overview of the project and explain why the experience the company gained on the project is relevant.

(8) For projects/contracts listed for construction firms using the traditional design/bid/build delivery method, the information sought above shall be limited only to the construction contract, rather than any design contract where such entity had limited or no involvement.

FORM E

PROJECT DESCRIPTION FORM

A. TITLE AND LOCATION (*City and State):*

B. YEAR COMPLETED *(If applicable):*

1. PROJECT OWNER'S INFORMATION - PROJECT OWNER:

2. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME:

3. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER:

C. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost):*

D. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

FORM F

SAFETY QUESTIONNAIRE

Name of Proposer: _____

Name of entity completing this Form F: _____

Role of entity completing this Form F: □ Lead Contractor; or □ Construction Team Member

Instructions for completion: Should additional lines or space be needed to address the subject areas below, the entity completing this Form F may add additional lines within each subject area as appropriate. Form G has no QS page limitation.

Part A

1. Please provide the **total number of fatalities** and **fatal injury rates** for the past three years for all projects in the United States. Please provide the **incidence rates** of nonfatal occupation injuries and illnesses for Heavy and Civil Engineering Construction, as defined by the North American Industry Classification System (NAICS 237), for each of the cases listed below for the past three years for all projects nationwide.

   Please note that the fatal injury rate is calculated as follows: Rate = (Number of fatal work injuries / total hours worked by all employees during the calendar year) x 200,000,000. The 200,000,000 in the formula represents the equivalent of 100,000 employees working 40 hours per week, 50 weeks per year and provides the standard base for the fatal injury rates.

   Please note that the incidence rate is calculated as follows: Rate = (Number of cases / total employee hours worked during the calendar year) x 200,000. The 200,000 hours in the formula represents the equivalent of 100 employees working 40 hours per week, 50 weeks per year and provides the standard base for the incidence rates.

   Additional information on how to calculate the fatal injury rates and the incidence rates is available at the United States Department of Labor, Bureau of Labor Statistics website: http://www.bls.gov/iif/oshcfoi1.htm#rates. Additional instructions on how to calculate the incidence rates is available in the instructions on completing "OSHA Forms for Recording Work-Related Injuries and Illnesses" (OSHA Forms 300, 300A, 301). Further information regarding Heavy and Civil Engineering Construction (NAICS 237) industry data may be found via the United States Department of Labor website: http://www.bls.gov/iag/tgs/iag237.htm.

Data Series	2009	2010	2011
Fatalities			
Number of Fatalities			
Fatal Injury Rate per 100,000 full-time workers			
Hour-Based Construction Fatal Injury Rate			
Incidence Rate of Injury and Illness Cases per 100 Full-Time Workers			
Total Recordable Cases			
Cases with Days Away from Work, Job Transfer or Restriction			
Cases with Days Away from Work			
Cases with Job Transfer or Restriction			
Other Recordable Cases			

2. Please provide the firm's National Council on Compensation Insurance (NCCI) Experience Modifier for the past three years for all projects in the United States. Additionally, you must include with this Form F, an NCCI letter or a letter from an insurance agent identifying the firm's NCCI Experience Modifier.

Item	2010	2011	2012
NCCI Experience Modifier			

Part B

For purposes of this Part B, describe your firm's *standard or typical* safety program or practices.

1. To whom and how often are internal accident reports and report summaries sent to your firm's management?

Position	Monthly	Quarterly	Annually	Other (specify)

2. Do you hold site meetings for supervisors? Yes _____ No _____

   How often? Weekly ___ Biweekly ___ Monthly ___ Less often, as needed ___

3. Do you conduct Project Safety Inspections? Yes _____ No _____

   If yes, who conducts them? _____

   _____

   How often? Weekly ___ Biweekly ___ Monthly ___

4. Does the firm have a written Safety Program? Yes _____ No _____

5. Does the firm have an orientation program for new hires? Yes _____ No _____

   If yes, what safety items are included? _____

   _____

6. Does the firm have a program for newly hired or promoted foremen?

Yes _____ No _____

If yes, does it include instruction of the following?

Topic	Yes	No
Safety Work Practices		
Safety Supervision		
On-site Meetings		
Emergency Procedures		
Accident Investigation		
Fire Protection and Prevention		
New Worker Orientation		

7. Does the firm hold safety meetings which extend to the laborer level?

Yes _____ No _____
How often? Daily ___ Weekly ___ Bi-Weekly ___ Less often, as needed ___

8. Does the firm have a program or written practices that expressly address the safety of the traveling public?

Yes _____ No _____
If yes, describe such programs or practices. _____

_____

Part C

Identify any differences between the firm's standard or typical safety program or practices, as described above, and the firm's safety program or practices on projects similar to this Project in size and scope. _____

_____