REQUEST FOR QUALIFICATIONS

TO DESIGN, CONSTRUCT AND MAINTAIN

THE GRAND PARKWAY PROJECT

SEGMENTS H, I1 AND I2

THROUGH A

DESIGN-BUILD AGREEMENT AND COMPREHENSIVE MAINTENANCE AGREEMENT

TEXAS DEPARTMENT OF TRANSPORTATION

ADDENDUM #3 ISSUED September 17, 2014

Texas Department of Transportation
7600 Chevy Chase Drive, Bldg. 2, Fourth Floor
Austin, Texas 78752

TABLE OF CONTENTS

PART A BACKGROUND AND INSTRUCTIONS 1

1. INTRODUCTION 1

2. DESCRIPTION OF THE PROJECT 3

2.1 Project Objectives 3
2.2 Project Scope 4
2.3 Status of Related Projects; Project Coordination 5
2.4 Project Environmental Status 6
2.5 Development Cost Estimate 7
2.6 Financing 7
2.7 ROW Acquisition 7
2.8 Geotechnical Investigation Program 7
2.9 Utility Relocation 8
2.10 Hazardous Materials 8
2.11 Storm Water Management and Mitigation Plan 8
2.12 Aesthetic Treatment 9
2.13 Railroad Coordination 9
2.14 USACE Coordination 10
2.15 Threatened and Endangered Species 10
2.16 Other Due Diligence Activities 11

3. DESCRIPTION OF PROCUREMENT PROCESS 11

3.1 Overall Process 11
3.1.1 Procurement Phases 11
3.1.2 RFP Procedure and Evaluation 11
3.2 Payment for Work Product 12
3.3 Procurement Schedule 12
3.4 Questions and Requests for Clarification; Addenda 13
3.5 Ombudsman 13
3.6 Federal Requirements 14
3.7 Liability, Insurance, Bonds and Letters of Credit 14
3.8 DBE Requirements 14
3.9 Standards and Specifications 15

4. QS CONTENT AND SUBMITTAL REQUIREMENTS 16

4.1 General 16
4.2 Format 16
4.3 Contents and Organization 17
4.4 QS Submittal Requirements 17

5. EVALUATION PROCESS AND CRITERIA 18

5.1 Responsiveness 18
5.2 Pass/Fail Review 19
5.3 Qualifications Evaluation Criteria and Weighting 20
5.3.1 Technical Qualifications and Capability (70% Weighting) 20
5.3.2 Statement of Technical Approach (20% Weighting) 23
5.3.3 Safety Qualifications (10% Weighting) 23
5.4 QS Evaluation Procedure 24
5.5 Changes in Proposer Organization 24

6. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST 26

6.1 Improper Communications and Contacts 26
6.2 Public Information Act 27
6.2.1 Disclosure Waiver 27
6.2.2 Observers During Evaluation 28
6.2.3 Public Disclosure of QS Documents 28
6.2.4 Disclosure Process for Requests Under the Act 28
6.3 Organizational Conflicts of Interest 29

7. PROTEST PROCEDURES 32

7.1 Applicability 32
7.2 Required Early Communication for Certain Protests 32
7.3 Deadlines for Protests 32
7.4 Content of Protest 33
7.5 Filing of Protest 33
7.6 Comments from other Proposers 33
7.7 Burden of Proof 33
7.8 Decision on Protest 33
7.9 Protestant's Payment of Costs 33
7.10 Rights and Obligations of Proposers 34

8. TXDOT RESERVED RIGHTS 35

PART B QUALIFICATION SUBMITTAL 2

VOLUME 1 – General Information 4
Section A Form A – Transmittal Letter 4
Section B Confidential Contents Index 4
Section C Legal Qualifications 4
Section D Proposer Information (Forms B-1 and B-2) 5
Section E Form C – Certification 5
Section F Security Letters 5
VOLUME 2 – Technical Information 7
Section A Executive Summary 7
Section B Technical Qualifications 7

Section C Statement of Technical Approach 14
Section D Information Regarding Equity Members and Major Non-Equity Members 14
Section E Safety Qualifications 15
VOLUME 3 – Financial Information 16
Section A Financial Statements and Credit Ratings 16
Section B Material Changes in Financial Condition 17
Section C Off-Balance Sheet Liabilities 19

PART C EXHIBITS AND FORMS 1

Exhibits

Exhibit A Reference Information Documents
Exhibit B Project Map

Forms

Form A Transmittal Letter
Form B-1 Information Regarding Proposer, Equity Members, Major Non-Equity Members and Guarantors
Form B-2 Summary Information Regarding Proposer
Form C Certification
Form D-1 Technical Experience – Design
Form D-2 Technical Experience – Construction
Form D-3 Technical Experience – Maintenance
Form E Reference Summary
Form F Safety Questionnaire
Form G Resume and References

PART A
BACKGROUND AND INSTRUCTIONS

1. INTRODUCTION

The Texas Department of Transportation ("TxDOT"), an agency of the State of Texas, hereby requests the sealed submittal of qualification statements ("QSs") from entities ("Proposers") desiring to design, construct and maintain tolled lanes, general purpose lanes and associated facilities along an approximately 52.3-mile segment of State Highway ("SH") 99 from U.S. Route ("US") 59 to SH 146, in Harris, Montgomery, Chambers and Liberty Counties (the "Project") pursuant to a Design-Build Agreement ("DBA") and a Comprehensive Maintenance Agreement ("COMA").

TxDOT is issuing this Request for Qualifications, as amended by Addendum #1, Addendum #2 and Addendum #3 ("RFQ") in accordance with the provisions of Chapter 223, Subsection F of the Texas Transportation Code (the "Code") (which can be found at: http://www.statutes.legis.state.tx.us/Docs/TN/htm/TN.223.htm); Sections 9.150 – 9.155 of Title 43 of the Texas Administrative Code (the "Rules") (available at: http://info.sos.state.tx.us/pls/pub/readtac$ext.viewtac); and other applicable provisions of law. Proposers shortlisted in response to this RFQ will be invited to submit detailed proposals ("Proposals") in response to a request for detailed proposals (the "RFP"). A copy of the Texas Transportation Commission's (the "Commission") Minute Order 113979, dated June 26, 2014 authorizing issuance of the RFQ is available at:http://www.txdot.gov/inside-txdot/administration/commission.html.

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 at: http://www.txdot.gov/business/partnerships/current-cda/sh99-grand-parkway/99hi-rfq.html (the "Project Website"). Proposers may request electronic copies on a memory storage device of available documents by contacting TxDOT at the following address:

Texas Department of Transportation
7600 Chevy Chase Drive, Bldg. 2, 4th Floor
Austin, Texas 78752
Attn: Mr. Dieter Billek, P.E.
E-mail: TxDOT-HOU-PPP-GrandParkway-SegH&I@txdot.gov

TxDOT will charge $25.00 (check only) for the costs of providing electronic copies on a memory storage device. It is requested that the Proposer contact TxDOT at the above email address one day prior to pickup to ensure that the storage device is available for pickup. "Day of request pickups" cannot be guaranteed.

Please note that the Reference Information Documents and reference to any website (including the Project Website) 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 Website) 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 Website) 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 Website), 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 Website) 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.

TxDOT has determined that giving the private sector optimal flexibility to promote innovation is the best way to encourage cost-effective and expedited delivery of this Project, achievement of Project goals, and needed traffic congestion relief to the public. TxDOT intends to provide evaluation criteria in the RFP for the selection of the Proposal providing the best value to TxDOT.

2. DESCRIPTION OF THE PROJECT

State Highway 99, also known as Grand Parkway, is a proposed 180-mile circumferential highway traversing seven counties in the Greater Houston Area. As described herein, TxDOT has been authorized to oversee the development and operation of the Segments H and I of the Project, which is the portion of Grand Parkway that is the subject of this RFQ and depicted on the map included as Exhibit B ("Project Map").

In accordance with Texas Transportation Code Section 228.0111, TxDOT and the counties in which Grand Parkway is situated entered into a Market Valuation Waiver Agreement ("MVW Agreement"). The March 25, 2009 MVW Agreement includes certain terms, conditions and guidelines for development, construction and operation of Grand Parkway. A copy of the MVW Agreement is included in the Reference Information Documents.

TxDOT anticipates that the DBA for the Project will obligate the Design-Build Contractor to design and construct certain portions of Grand Parkway, and will include a fixed price to complete the Project. The DBA 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.

In addition to the DBA, TxDOT currently anticipates that the selected Proposer will enter into a COMA as "Maintenance Contractor." TxDOT anticipates that the term of the COMA will be 15-25 years and may include optional terms exercisable by TxDOT, in its sole discretion, to require the Maintenance Contractor to perform maintenance services on the Project. The scope of the required maintenance services and the extent to which they will require routine maintenance are currently under consideration by TxDOT. TxDOT will request the input of shortlisted proposers regarding the scope of the maintenance services. TxDOT also anticipates that the Project will be tolled and that Design-Build Contractor will not be responsible for the installation or maintenance of the tolling equipment on the Project, which will be performed by TxDOT through its statewide toll systems integrator (the "Systems Integrator").

2.1 Project Objectives

TxDOT intends, through this procurement, to enter into a DBA and COMA with a private design-build contractor or consortia (the "Design-Build Contractor") that will result in the achievement of certain Project objectives, including (in no particular order of priority):

(1) Secure the highest quality of design and construction in order to optimize the operational life cycle performance of the Project;

(2) Expedite delivery of Project improvements;

(3) Improve overall mobility and accessibility within the Project area by providing for additional transportation routes and increased capacity to meet current and future travel demands and by “closing the loop” for the Grand Parkway;

(4) Improve system linkages between the Project segments to increase overall level of service to motorists, while minimizing inconvenience to surrounding communities during construction;

(5) Maintain a safe environment at all times throughout construction and maintenance for the public and Project personnel, including the provision of alternative escape routes (hurricanes, flooding);

(6) Obtain high quality maintenance meeting or exceeding TxDOT requirements and expectations;

(7) Facilitate participation by disadvantaged business enterprises (“DBEs”), women-owned business enterprises and minority business enterprises;

(8) Expand and sustain economic opportunities in the region by improving the mobility of persons and goods, thereby minimizing barriers between business, consumers and transportation infrastructure and providing infrastructure for regional growth;

(9) Contribute to air quality attainment goals in the region; and

(10) Design, construct and maintain the Project in an environmentally responsible manner and in conformance with the requirements and commitments in the Record of Decision, Final Environmental Impact Statement and any subsequent environmental evaluations prepared for this project.

2.2 Project Scope

For this RFQ, TxDOT, in cooperation with local and regional stakeholders, has developed a Project that consists of an approximately 52.3-mile section of SH 99 from US 59 to the SH 146, which is located in the four counties of Chambers, Harris, Liberty and Montgomery; which has intermittent frontage roads; and which has segments designated as H, I-1 and I-2. Segments H and I-1 will consist of two lanes, one in each direction. Segment I-2 consists of two subsegments: Segment I-2A, which is already constructed and will be modified by the Design-Build Contractor based on the limited scope of work regarding this segment as specified herein; and Segment I-2B, which includes new tolled lanes under this DBA, extending the existing four lanes of I-2 south to SH 146.

2.2.1 The Project includes the segments and ancillary facilities noted below. It also includes acquisition of all right-of-way for an ultimate four-lane facility throughout the entire length of the Project.

Segment H (US 59 North to US 90 East, approximately 22.7 miles)

- The design, construction and maintenance of initial two 12-ft lanes, one each direction, and passing lanes; rural toll road with side slopes and ditches, and shoulders.

Segment I-1 (US 90 East to IH 10 East, approximately 14.8 miles)

- The design, construction and maintenance of initial two 12-ft lanes, one each direction, and passing lanes; rural toll road with side slopes and ditches, and shoulders.

Segment I-2A Currently Open to Traffic (IH-10 East to FM 1405, approximately 8.7 miles)

- Takeover of the existing roadway operations and maintenance.
- For continuity with systems on either end of Segment I-2A:
    - Design and construction of conduit toll system duct-banks, installation of fiber optic cables, and related coordination with TxDOT's statewide toll systems integrator ("Systems Integrator") who will connect this work to the existing tolling system; and
    - Design and construction of ITS conduit duct-banks and the installation of fiber optic cables including connecting to the ITS network.

Segment I-2B New (East of FM 1405 to SH 146, approximately 6.1 miles)

- Takeover of the existing roadway operations and maintenance.
- The design, construction and maintenance of four 12-ft lanes, two in each direction, rural toll road with depressed median, inside and outside shoulders.

2.3 Status of Related Projects; Project Coordination

Under the DBA, the Design-Build Contractor will be required to design the Project in a manner consistent with potential future projects and to coordinate with other contractors, TxDOT and other relevant agencies if and when such projects are under construction (to the extent such construction overlaps with the Design-Build Contractor's Project work).

Included in the following is the status of on-going construction per contract (as of July 31, 2014):

Grand Parkway

Segments F1 and F2: Currently being constructed under a design-build contract. Estimated completion date of December 2015.

Segment G: Currently being constructed under a design-build contract. Estimated completion of date of December 2015.

Segment I-2 New: Frontage roads will be constructed through an independent contract concurrently with the work included in the DBA.

Other Construction

TxDOT Construction projects CSJ 3187-01-005 and CSJ 3187-02-006 to reconstruct and widen the existing at-grade roadway from BS-146E to FM 1405 providing a 4-lane facility with at-grade intersections and an additional bridge crossing over Cedar Bayou to carry two lanes of westbound traffic. The existing bridge over Cedar Bayou will carry the two lanes of eastbound traffic. The two lanes in each direction west of Cedar Bayou provide the frontage roads for the ultimate schematic configuration and the westbound lanes constructed east of Cedar Bayou provide for the westbound frontage road in the ultimate schematic configuration. The project was let on July 8, 2014. The State is currently buying all ROW parcels for this project. Project is expected to be open to traffic by January 2018.

2.4 Project Environmental Status

Segments H and I-1

The Record of Decision (ROD) and the Final Environmental Impact Statement (FEIS) for Segments H and I-1 are available at http://www.grandpky.com/segments/h/. The ROD was issued by the Federal Highway Administration on June 24, 2014 and the FEIS was approved on April 8, 2014. Coordination with resource and regulatory agencies to determine impacts to known endangered species, historic resources, or archeological resources has not been finalized. There are potential jurisdictional wetlands within the Project right-of-way ("ROW") that would be impacted and must be permitted by the US Army Corps of Engineers. Compensatory mitigation for impacts to jurisdictional waters of the U.S. have not yet been determined. Mitigation and commitments that have been determined are included in the FEIS and ROD and pending future agency coordination.

Segment I-2

Segment I-2, from near SH 146 to IH 10 (E) Baytown, Texas will be the second leg of SH 99 constructed under this Agreement. The project began in 1991. A DEIS, schematics, and FEIS were prepared. The Record of Decision was signed in August 1998. TxDOT is currently coordinating with the U.S. Coast Guard regarding a Section 9 Permit for the Project, which it anticipates in March 2015.

A portion of I-2 was opened to traffic in March 2008. The remaining portion, from just east of FM 1405 to SH 146, required a re-evaluation of the FEIS which was completed

in October 2012, affirming the previous ROD, but holding the Ultimate configuration at four lanes. The Re-evaluation may be found at http://www.grandpky.com/segments/i-2/.

2.5 Development Cost Estimate

TxDOT's current total cost estimate for the Project as described in Part A, Section 2 and as shown on the preliminary schematics is approximately $830 million (nominal dollars inflated to year of expenditure). This estimate includes design, construction, and utility costs. The estimated construction costs reflect the currently developed schematic and environmentally studied project. This construction estimate does not include the electronic tolling equipment, which will be installed by the Systems Integrator.

2.6 Financing

The Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program and revenue bonds are two potential sources of financing for the Project. TIFIA is subject to federal requirements and availability. TxDOT may elect to submit a Letter of Interest for the Project to the TIFIA Joint Program Office.

The plan of finance for the Project contemplates that TxDOT or the Grand Parkway Transportation Corporation ("GPTC") will develop, finance and operate the Project. It is currently anticipated that the Design-Build Agreement and COMA will be executed by TxDOT and may be assigned to GPTC. Payments to the Design-Build Contractor/Maintenance Contractor will be made in accordance with the DBA Documents and the COMA Documents.

2.7 ROW Acquisition

Existing ROW maps are included in the Reference Information Documents. Proposed ROW will be shown on the Project's schematics.

To the extent TxDOT has not already acquired the ROW required for the Project, the Design-Build Contractor will be responsible for providing ROW acquisition services in connection with the acquisition of ROW parcels. TxDOT will be responsible for the purchase price of the ROW parcels and will assist the Design-Build Contractor in the necessary acquisition of any additional ROW in aSlide 15ccordance with applicable law. The RFP will provide further details regarding the acquisition process and the related responsibilities of the Design-Build Contractor.

2.8 Geotechnical Investigation Program

The Reference Information Documents include available geotechnical information collected by TxDOT to date, such as existing plans that contain geotechnical borings from previous projects. TxDOT does not anticipate obtaining any further geotechnical information.

Proposers intending to conduct their own geotechnical investigations on TxDOT ROW must coordinate their activities with TxDOT. Proposers must obtain permits through TxDOT's normal permitting process prior to performing any drilling on State ROW. A copy of the permit application containing applicable requirements and contact information will be provided in the Reference Information Documents. Proposers intending to conduct their own geotechnical investigations on Chambers, Harris, Liberty, or Montgomery County ROW must coordinate their activities with the applicable County Offices and obtain any required permits. Note that destructive testing or drilling/coring of pavements will not be permitted. Only shortlisted Proposers may conduct their own geotechnical investigations on property within the Project corridor not acquired by TxDOT. Such shortlisted Proposers will be required to coordinate their activities with the individual property owners and must adhere to TxDOT and other regulatory guidelines for clearing and drilling.

2.9 Utility Relocation

As it relates to eligible utility adjustment and relocation expenses, Proposers should assume toll project designation for the Project unless otherwise directed by TxDOT. It is expected that the Design-Build Contractor will be responsible for performing necessary utility relocations and adjustments in accordance with applicable standards and for the costs associated with such utility relocations and adjustments, except to the extent the utilities themselves are legally responsible for such costs.

TxDOT is currently engaged in additional utility data collection on the alignment (SUE level D, with level C in select areas), the latest of which is included in the Reference Information Documents. Any further data collected will be made available at the time the Request for Proposals is solicited. It is the responsibility of Proposers to perform any additional investigations necessary for preparation of the Proposal.

2.10 Hazardous Materials

Based on current investigations, TxDOT believes that there are potential sites within the Project boundary that are affected by hazardous materials that may be considered low, medium or high risk.

Preliminary investigations have indicated that there are regulated and unregulated sites, and a large number of petroleum pipelines that cross project facilities in segments H and I-1. Additionally, a number of hazardous materials sites and potential sites were identified in the Segment I-2 FEIS Re-evaluation document.

2.11 Storm Water Management and Mitigation Plan

The Design-Build Contractor will be required to submit a Notice of Intent to comply with the Texas Commission on Environmental Quality requirements stating that a Storm Water Pollution Prevention Plan for the Project will be in place during construction of the Project. Additional details and requirements will be set forth in the RFP.

2.12 Aesthetic Treatment

TxDOT anticipates that the DBA will require the Design-Build Contractor to follow current TxDOT Houston District guidelines for the Green Ribbon Plan within the Project boundaries.

2.13 Railroad Coordination

To the extent the Project crosses ROW owned by an operating railroad, the Design-Build Contractor shall coordinate with such operating railroad to perform railroad-related work for the Project. During the procurement, TxDOT anticipates commencing coordination efforts with Union Pacific Railroad ("UPRR"); however, the Design-Build Contractor shall be responsible for obtaining the required approvals, permits, and agreements as required for the railroad-related work. In addition, the Design-Build Contractor shall be responsible for meeting railroad design criteria for the railroad crossings and shall coordinate the design and installation of all railroad warning devices and traffic signals with the appropriate governmental entities and operating railroads.

Railroad crossings within the Project limits are identified below in Table 1. There is an "out-of-service" track in Segment I-2, Station 179+00, which, if abandoned by UPRR, may not require the proposed bridge overcrossing.

Table 1

Segment	Location	Owner	Proposed Facilities Crossing RR	Approximate Station
H	Lufkin Subdivision	UPRR	Overpass	1082+50
	Beaumont Subdivision	UPRR	Overpass	2008+75
	Lafayette Subdivision	UPRR	Overpass	2257+75
I-1	North of Liberty-Chambers County Line	Private Spur	Overpass	2740+00 North of Mont Belvieu
	Liberty-Chambers County Line	Private Spurs	Overpass	2762+00
	South of Liberty-Chambers County Line	Private Yard	Overpass	2764+30
	Baytown Subdivision and a private yard	UPRR	Overpass	2764+30 North of Mont Belvieu

I-2	US Steel Spur (out of service)	UPRR	Overpass or Underpass	179+10
	Baytown	Econo Rail	Overpass	418+30

2.14 USACE Coordination

The Project includes designated wetland areas and, in Segment I-2, traditional navigable waters, relatively permanent waters, and wetland areas that are either adjacent to, or have a continuous surface connection to, potentially jurisdictional waters. The USACE has not verified the jurisdictional status of these resources. Coordination with the USACE is ongoing.

It is anticipated that the Project will require two USACE Section 404 Individual Permits, one for Segments H and I1 and another for Segment I2. The FEIS for Segments H and I-1 of the Project provides maps of potential jurisdictional areas and is available at http://www.grandpky.com/segments/h/. The FEIS Re-evaluation for Segment I-2 with similar data is available at http://www.grandpky.com/segments/i-2/default.asp.

TxDOT will be responsible for obtaining the USACE Section 404 Individual Permits for the proposed ROW based on the preliminary drainage design. The USACE Section 404 Individual Permits are currently anticipated in summer 2015. The Design-Build Contractor has the ability to modify the detention planned, but must update the permits if this option is exercised. Additional details will be included in the RFP.

Mitigation will be proposed as part of the permitting process. The Design-Build Contractor will be responsible for complying with any other requirements or general conditions of the USACE Section 404 Individual Permits. If the Design-Build Contractor chooses to modify the schematics on which the permits are based, a modification in the mitigation requirements may be required and the Design-Build Contractor remains responsible to construct or pay for any and all required mitigation.

2.15 Threatened and Endangered Species

There is limited habitat for several federally-protected species within the project area, and as such, the Project may impact the habitat of several State-listed species, particularly in the Segment I-2.

Attention must also be given to the Migratory Bird Treaty Act and Essential Fish Habitat (NMFS consultation), among other requirements. Refer to the FEIS on Segments H and I-1 and the FEIS Re-evaluation (dated October 2012) on Segment I-2 for specific information regarding regulatory requirements.

2.16 Other Due Diligence Activities

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

3. DESCRIPTION OF PROCUREMENT PROCESS

3.1 Overall Process

3.1.1 Procurement Phases

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 Proposers that are eligible to receive the RFP.

If only one responsive QS is received, TxDOT may, in its sole discretion, proceed with the procurement and request a Proposal from the sole Proposer. TxDOT further reserves the right to terminate the procurement at any time.

Following the shortlisting of Proposers, TxDOT anticipates releasing a draft RFP for industry review and comment. Following receipt of written comments, TxDOT may schedule one-on-one and/or group meetings to discuss issues and comments identified by the shortlisted Proposer teams. Specific details concerning the industry review process will be made available to the shortlisted Proposer teams following the shortlisting announcement.

After consideration of industry input, and if authorized by the Commission, TxDOT plans to issue a final RFP to the shortlisted Proposers. The RFP will include a scope of work, DBA, COMA and the objective methodology for determining the overall best value Proposal.

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 DBA and COMA for award and execution. See Part A, Section 3.1.2 for additional details regarding the RFP evaluation process. If negotiations are not successful with the apparent best value Proposer, TxDOT may negotiate with the next highest rated Proposer. Alternatively, TxDOT may terminate the procurement.

3.1.2 RFP Procedure and Evaluation

The Commission has given TxDOT broad direction on the content and methodology for the solicitation of Proposals from shortlisted Proposers, the selection of a Proposer whose Proposal offers the apparent best value to TxDOT, and the terms and conditions the DBA and COMA must contain to be deemed satisfactory. TxDOT staff and consultants intend to work with the Commission during the RFQ process to define the RFP and negotiation process with specificity, which may include, at an appropriate time, the shortlisted proposers' review of a draft RFP and contract documents, among other information. Proposers are advised that the evaluation criteria and weightings for the

evaluations of the Proposals may differ from the criteria set forth herein to evaluate QSs.

Award of the DBA and COMA by the Commission will be conditioned upon finalization of such contract documents and is subject to approvals from or reviews by FHWA and the Legislative Budget Board in accordance with applicable law.

3.2 Payment for Work Product

As contemplated by Section 223.249 of the Code, TxDOT intends to pay each unsuccessful Proposer that submits a Proposal responsive to the RFP a maximum stipulated amount 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 the payment for work product 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 RFQ	July 31, 2014
Industry workshop	August 21, 2014 at 11:00 a.m.
Issue RFQ Addendum #1	September 5, 2014
Issue RFQ Addendum #2	September 12, 2014
Issue RFQ Addendum #3	September 17, 2014
Deadline for questions regarding the RFQ	September 19, 2014
Requests relating to any addendum issued after September 18, 2014	Three business days after the addendum is issued (but no later than the QS Due Date)
QS Due Date	September 30, 2014 at 12:00 p.m.

TxDOT intends to hold a pre-QS industry workshop in the Ned S. Holmes Auditorium in the TxDOT Houston District Headquarters Building, located at 7600 Washington Avenue, Houston, Texas, on the date and time specified above. 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 Website.

This schedule is subject to modification at the sole discretion of TxDOT. Proposers will be notified of any change by an addendum to this RFQ. TxDOT intends to issue an industry review draft of the RFP shortly after selection of the shortlisted Proposers and to proceed with the procurement to a DBA and COMA award thereafter. TxDOT anticipates awarding a DBA and COMA for the Project in the third quarter of 2015.

3.4 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 to TxDOT's Authorized Representative, Mr. Dieter Billek, as follows:

Texas Department of Transportation
7600 Chevy Chase Drive, Building 2, 4th Floor
Austin, Texas 78752
Attn: Mr. Dieter Billek, P.E.
E-mail: TxDOT-HOU-PPP-GrandParkway-SegH&I@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 this Project. TxDOT will provide responses to Proposer clarification requests within a reasonable time following receipt, subject to the deadlines set forth in Part A, Section 3.3. TxDOT will post responses to those questions of general application and requests for clarifications which TxDOT deems to be material and not adequately addressed in previously provided documents on the Project Website.

TxDOT reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the QS Due Date. TxDOT will post any addenda to this RFQ on the Project Website.

Proposers are responsible for monitoring the Project Website 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.

3.5 Ombudsman

TxDOT has designated an employee who is not involved in this procurement to act as an ombudsman. Subject to the deadline 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, the ombudsman shall, to the extent practicable, remove any information identifying the Proposer and shall forward the communication to

TxDOT's contact as identified in Part A, Section 3.4 above. TxDOT's designated ombudsman for this procurement is:

Ms. Becky Blewett
Associate General Counsel
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
E-mail: Becky.Blewett@txdot.gov

3.6 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, including the DBA and COMA, 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 (Title 49 Code of Federal Regulations Part 26, as amended), Small Business requirements (15 U.S.C. §§ 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.

3.7 Liability, Insurance, Bonds and Letters of Credit

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 DBA and COMA. TxDOT, as owner of the Project, will have the benefit of tort liability limitations to the extent permitted under State 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, guarantees, insurance and indemnity will be set forth in the RFP, DBA and COMA.

3.8 DBE Requirements

TxDOT has determined that DBE requirements apply to the design and construction of the Project, and has adopted rules to provide DBEs opportunities to participate in the business activities of TxDOT as service providers, vendors, contractors, subcontractors, advisors and consultants (see 43 Texas Administrative Code Section 9.50 *et seq*.). TxDOT has adopted the definition of DBEs set forth in 49 C.F.R. § 26.5. 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.

3.9 Standards and Specifications

TxDOT anticipates including in the RFP a proposed set of Project-specific standards and specifications, as well as a baseline Project definition. The RFP may permit Proposers to propose, for TxDOT's consideration, exceptions and deviations from certain of these standards and requirements. All requests for deviations shall follow the requirements set forth in the RFP. Proposers should note, however, that there may be restrictions on deviations from federally-mandated design and construction standards.

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.

QSs shall be submitted exclusively in the English language, in U.S. customary units of measure, and in United States of America dollar denominations.

4.2 Format

(a) Number of copies: Each responding Proposer shall submit one original and 15 copies (for a total of 16) of its QS, plus one digital copy in read-only format on a USB drive contained in sealed packages. Each QS shall be separated in three loose-leaf three ring binders, one for each volume. The original of each QS must be clearly marked "Original" on its face and spine. Each copy must be numbered "Copy 1" through "Copy 15" on its spine. The Proposer's name and volume number must also be clearly marked on the spine. The Proposer's name must be clearly marked on the USB drive.

(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 (and included in the page counts contained in Volume 2) for schematics, organizational charts, other drawings or schedules, but not for narrative text. Any 11" x 17" pages containing narrative text may be disregarded by TxDOT. Printed lines may be single-spaced. Insofar as is practical or economical, all paper stock used shall be composed of recycled materials. Forms may not be modified other than to include requested information.

(c) Volume 1 requirements: Volume 1 (as described in Part B) shall have all pages sequentially numbered. Volume 1 does not have page limitation or type font size requirements.

(d) Volume 2 requirements: Volume 2 (as described in Part B) shall have all pages sequentially numbered and not exceed 75 pages. Each printed side shall be considered one page. The font type shall be Arial and the font size shall be no smaller than 12 point font, except for tables, which may be prepared using 10 point font. The following pages submitted to meet the requirements do not count toward the page limit listed above:

- Section D (Information Regarding Equity Members and Major Non-Equity Members);

- Section E (Safety Qualifications).;
- Appendix to Volume 2 (relevant licensing and registrations and/or application for licenses where applicable); and
- The written statement required of the Safety Manager as specified in Part B, Section 2 (a), if applicable.

(e) Volume 3 requirements: Volume 3 (as described in Part B) does not have page numbering, page limitation or type font size requirements.

(f) Marketing materials and licenses: Standard corporate brochures, awards, licenses and marketing materials should not be included in a QS; however, 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. If a Proposer is compelled to include material in addition to the information specifically requested, the Proposer shall append that material to the end of the most appropriate defined section of the outline. Additional material is subject to the page limitations set forth in Part A, Section 4.2, as applicable. Each volume may be subdivided as needed; dividers and tables of contents do not count toward the respective 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 TxDOT SH 99 H, I-1 and I-2 Toll Lanes Project
through a Design-Build Agreement

QSs shall be delivered by hand or courier to:

Texas Department of Transportation
7600 Chevy Chase Drive, Building 2, 4th Floor
Austin, Texas 78752
Attn: Dieter Billek, P.E.
E-mail: TxDOT-HOU-PPP-GrandParkway-SegH&I@txdot.gov

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 12:00 p.m. (Central Time) on the QS Due Date specified in Part A, Section 3.3. Any QSs received after that date and time will be rejected and will not be considered by TxDOT.

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:

(a) minor informalities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the QS;

(b) conformance with the RFQ instructions regarding organization and format; and

(c) 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, D-2 and D-3 shall list only projects for which the corporate entity (company, joint-venture, partnership or consortium) providing the engineering, construction or maintenance experience is respectively: (i) Lead Engineering Firm, Lead Contractor or Lead Maintenance Firm itself; (ii) a controlled subsidiary of such Lead Engineering Firm, Lead Contractor or Lead Maintenance Firm; or (iii) if the Lead Engineering Firm, Lead Contractor or Lead Maintenance Firm is a joint venture, a member of such joint venture that will perform at least thirty percent (30%) of the relevant work or a controlled subsidiary of such joint venture member. An entity described in clause (i), (ii), or (iii) may rely on experience on projects in which such entity was ultimately responsible for at least thirty (30%) of the relevant experience, including where such experience is derived through such entity's participation in a joint venture for the project. Project experience provided by a parent or sister company of the Lead Engineering Firm, Lead Contractor or Lead Maintenance Firm, as applicable, shall not be considered responsive to this RFQ.

Except as otherwise provided in the specific description of each Key Personnel position in Part B, Key Personnel may be employed by: (a) an Equity Member, Lead Engineering Firm, Lead Contractor or Lead Maintenance Firm itself; (b) a controlled subsidiary of such Equity Member, Lead Engineering Firm, Lead Contractor or Lead Maintenance Firm; (c) if the Lead Engineering Firm, Lead Contractor or Lead Maintenance Firm is a joint venture, a member of such joint venture that will perform at least thirty percent (30%) of the relevant work or a controlled subsidiary of such joint venture member; or (d) a parent company of an Equity Member.

5.2 Pass/Fail Review

Following or in conjunction with the 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 – Form A Transmittal Letter.

(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 $830 million, or, alternatively, letters of credit in equivalent amounts (or a combination of a bond and a letter of credit in the required amounts) from a surety or bank, as applicable, rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company. In the event TxDOT issues an addendum to change the scope of the Project, TxDOT may increase the required bond or letter of credit amount to account for the revised estimated costs.

(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 within Texas 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) Each of the Equity Member(s) and the Lead Contractor of the Proposer has the financial capability to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in Volume 3 of the QS (see Part B, Volume 3).

(e) The information disclosed in Form C and/or in response to Part B, Volume 1, Section C Legal Qualifications does not materially adversely affect the Proposer's ability to carry out the Project responsibilities potentially allocated to it.

(f) The Proposer makes the express, written commitments regarding Key Personnel as required in Part B, Volume 2, Section B(2)(b).

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. TxDOT will evaluate responsive QSs according to the criteria in this Part A, Section 5.3. The relative weighting or importance of the evaluation criteria within each category is described in Part A, Sections 5.3.1 through 5.3.3 below and is summarized below:

- Technical Qualifications and Capability (70% Weighting)
- Statement of Technical Approach (20% Weighting)
- Safety Qualifications (10% Weighting)

5.3.1 Technical Qualifications and Capability (70% Weighting)

The background and experience of the Proposer, individual team members, and Key Personnel in designing, constructing and maintaining comparable projects will be evaluated in accordance with the criteria in this Section 5.3.1. For purposes of this Section 5.3.1, a project of "similar scope and complexity" includes any large, greenfield toll road project with multiple stakeholders, significant ROW acquisition and utility relocation responsibilities (including pipeline relocation), and environmental coordination.

(a) Experience of the Proposer team firms: The extent to which the Proposer team demonstrates the following:

(i) Lead Contractor *(20 points)*

The extent to which the Proposer (as evidenced in submission of completed Forms D-2 and E; and Part B, Volume 2, Section B(1)(b)) demonstrates relevant technical experience and capability in the last seven years in managing construction for complete or substantially complete design-build or design-build-maintain projects of similar scope and complexity with a construction cost of at least $300 million.

Note: For the above-referenced Lead Contractor evaluation criteria, the relevant experience must be on projects where the relevant party (as determined under Part A, Section 5.1) held a minimum thirty percent (30%) of the ultimate responsibility for the listed construction experience. If the Lead Contractor is a joint venture, the experience must be from one or more joint venture member(s) that will be responsible for at least thirty percent (30%) of the Lead Contractor's potential construction work for the Project.

(ii) Lead Engineering Firm *(20 points)*

The extent to which the Lead Engineering Firm (as evidenced in submission of completed Forms D-1 and E; and Part B, Volume 2, Section B(1)(b)) demonstrates relevant technical experience and capability in the last seven years in managing the design for complete or substantially complete design-build or design-build-maintain projects of similar scope and complexity with a construction cost of at least $300 million.

Note: Proposers shall note that for above-referenced Lead Engineering Firm evaluation criteria the relevant experience must be on projects where the relevant party (as determined under Part A, Section 5.1) held a minimum thirty percent (30%) of the responsibility for the listed design and engineering experience. If the Lead Engineering Firm is a joint venture, the experience must be from one or more joint venture member(s) that will perform at least thirty percent (30%) of the Lead Engineering Firm's potential engineering work for the Project.

(iii) Lead Maintenance Firm *(10 points)*

The extent to which the Lead Maintenance Firm (as evidenced in submission of completed Forms D-3 and E; and Part B, Volume 2, Section B(1)(b)) demonstrates relevant roadway maintenance experience on projects of similar scope and complexity, including managing maintenance interfaces with operators of adjacent roadways/facilities and incident management.

Note: Proposers shall note that for above-referenced Lead Maintenance Firm evaluation criteria the relevant experience must be on projects where the relevant party (as determined under Part A, Section 5.1) held a minimum thirty percent (30%) of the responsibility for the listed maintenance experience. If the Lead Maintenance Firm is a joint venture, the experience must be from one or more joint venture member(s) that will perform at least thirty percent (30%) of the Lead Maintenance Firm's potential maintenance work for the Project.

(b) Experience of the Key Personnel: The experience of Key Personnel will be scored according to the following criteria:

(i) Project Manager *(5 points)*

Length and depth of experience in managing projects of similar scope and complexity to the Project, including the design and construction phases;

(ii) Safety Manager *(1 point)*

The experience and qualifications of the Safety Manager, including the extent to which the Safety Manager has exceeded the minimum

level of training and certification (e.g., by achieving a Certified Safety Professional certification).

(iii) Lead Quality Manager *(1 point)*

Relevant education, training, certification and length and depth of experience developing, implementing, and maintaining quality management systems.

(iv) Environmental Compliance Manager *(1 point)*

Experience in coordination with relevant regulatory agencies and solving complex environmental coordination and mitigation issues.

(v) ROW Acquisition Manager *(1 point)*

Experience solving complex acquisition and relocation issues, including length and depth of experience in managing the appraisal and acquisition of properties for projects of similar scope and complexity.

(vi) Utility Manager *(1 point)*

Length and depth of experience in managing the utility design, installation and relocation of utilities aspects on projects of similar scope and complexity.

(vii) Design Manager *(1 point)*

Evidence of design or design management experience of projects with challenges similar to those of the Project, including (i) coordination with the concurrent design of other projects and (ii) the length and depth of experience in managing the design of projects of similar scope and complexity to the Project.

(viii) Lead Roadway Design Engineer *(1 point)*

Evidence of roadway design or roadway design management experience of projects with challenges similar to those of the Project, including, (i) coordination with concurrent design of other projects and (ii) the length and depth of experience in managing the design of projects of similar scope and complexity to the Project.

(ix) Lead Drainage Engineer *(1 point)*

Evidence of drainage design or drainage design management experience of projects with challenges similar to those of the Project, including the length and depth of experience in managing drainage design of projects of similar scope and complexity to the Project.

(x) Construction Manager *(1 point)*

Length and depth of experience in managing construction projects of similar scope and complexity to the Project, including experience

in coordinating with relevant regulatory agencies regarding environmental permitting and other matters where challenges were successfully overcome.

(xi) Maintenance Manager *(1 point)*

Experience in maintenance of projects with challenges similar to those of the Project.

(c) Management Approach and Team Structure

(i) Depth of experience of team members working together successfully as an integrated team; and *(3 points)*

(ii) The extent to which the proposed organization demonstrates stability and is capable of functioning as a well-integrated design-build maintain team that will effectively manage all Project risks, resolve issues at the Project level and work with TxDOT to achieve timely delivery of a high quality Project. *(2 points)*

Project and personnel references, as well as the information provided as required in Part B, Volume 1, Sections C, D and E and Part B, Volume 2, Sections A, B and E, will be used, as deemed appropriate by TxDOT, to assist in the evaluation of the Technical Qualifications and Capability evaluation category. In addition, performance evaluations prepared by TxDOT in accordance with Title 43, Texas Administrative Code, Section 27.3 or Section 9.152 of the Rules, or other performance evaluations prepared by TxDOT that are determined to be relevant to the Project will be used, as deemed appropriate by TxDOT, to assist in the evaluation of the criteria set forth in Section 5.3.1(a) to the extent such evaluations concern the performance of the Proposer or any individual team members.

5.3.2 Statement of Technical Approach (20% Weighting)

The Statement of Technical Approach will be evaluated in accordance with the criteria in this Section 5.3.2.

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

(b) The extent to which the Statement of Technical Approach demonstrates an understanding of Project risks and potential solutions, regardless of ownership, that may arise during all Project phases, including design, construction and maintenance; and *(5 points)*

(c) The extent to which the Statement of Technical Approach articulates the Proposer's approach to design-build contracting and successfully delivering the Project using design-build contracting. *(5 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 Form Fs submitted by the Lead Contractor, Lead Maintenance Firm, and each Construction Team Member, will be evaluated in accordance with the criteria in this Section 5.3.3.

(a) The strength and consistency of the Proposer's and individual team member's safety records:

(i) Fatal Injury Rate (FIR) per 100,000 full-time workers; *(2 points)*

(ii) Incidence Rate of Injury and Illness Cases (IR) per 100 Full-Time Workers; and *(2 points)*

(iii) Experience Modifier (NCCI). *(2 points)*

(b) The strength of the Proposer's and individual team member's safety practices*. (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 based upon such analysis. At various times during the deliberations, TxDOT may issue written requests for additional information or clarification from the Proposer or may request the Proposer to verify or certify certain aspects of its QS. TxDOT may also schedule interviews with one or more Proposers on a one-on-one basis, for the purpose of enhancing TxDOT's understanding of the QSs and obtaining clarifications of the terms contained in the QSs. The scope, length and topics to be addressed shall be prescribed by, and subject to the discretion of, TxDOT. At the conclusion of this process, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, interviews shall be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the QSs will be re-evaluated to factor in the clarifications and additional information.

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.

5.5 Changes in Proposer Organization

TxDOT wants to ensure that Proposers are able to develop and attract the broad expertise necessary to participate in this procurement and optimally design, construct and/or maintain the Project in an innovative, effective and efficient manner. Accordingly, TxDOT shall permit Proposers to add team members and reorganize the

Proposer entity through the procurement process until submittal of the Proposals, except in the event of potential organizational conflicts of interest and/or deficiencies in qualifications and experience for the proposed role. Notwithstanding the foregoing, following submittal of the QSs, the following actions may not be undertaken without TxDOT's prior written consent:

- Deletion or substitution of a Proposer team member identified in its QS;
- Deletion or substitution of an Equity Member of Proposer or any other entity that will bear financial responsibility or liability for the performance of the Proposer; and
- Other changes in the equity ownership or team membership of a Proposer.

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 DBA and COMA. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), formal written communication, or other, similar forms of contact.

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 and 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 DBA and COMA, (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 Commission or any Commission staff or aides or with any TxDOT staff, advisors, contractors or consultants involved with the procurement or 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 the RFQ, 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. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of TxDOT;

(d) The Proposers shall not contact stakeholders regarding the Project, including employees, representatives and members of the entities listed below, except as specifically approved in advance by TxDOT in writing or as set forth in this Part A, Section 6.1:

- Chambers County;
- City of Baytown;
- City of Dayton;
- City of Houston;
- City of Mont Belvieu;
- Chambers County Toll Road Authority (CCTRA);
- Harris County;
- Harris County Toll Road Authority (HCTRA);
- Houston-Galveston Area Council;
- Liberty County;
- Liberty County Toll Road Authority (LCTRA);
- Montgomery County;
- Montgomery County Toll Road Authority (MCTRA);
- Individual property owners within Project corridor; and
- TxDOT (except as provided herein).

(e) Any communications determined to be improper, at the sole discretion of TxDOT, may result in disqualification;

(f) Any official information regarding the Project will be disseminated from TxDOT on Department letterhead. Any official correspondence will be in writing and signed by TxDOT's Authorized Representative or designee; and

(g) TxDOT will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

6.2 Public Information Act

6.2.1 Disclosure Waiver

Each Proposer, by submitting a QS to TxDOT in response to the 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 Rules (including Rule 9.152(g)) 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 agencies, 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 QS Documents

Proposers are advised that all portions of the QS other than Volume 3 may be publicly disclosed by TxDOT at any time and at TxDOT's sole discretion.

6.2.4 Disclosure Process for Requests Under the Act

If a request is made under the Act for disclosure of Volume 3 of the QS or information contained therein, TxDOT will submit a request for an opinion from the Office of the Attorney General prior to disclosing any such documents. The Proposer shall then have the opportunity to assert its basis for non-disclosure of such documents and claimed exception under the Act or other applicable law to the Office of the Attorney General within the time period specified in the notice issued by TxDOT and allowed under the Act. However, it is the responsibility of the Proposer to monitor such proceedings and make timely filings. TxDOT may, but is not obligated to, make filings of its own concerning possible disclosure; however, TxDOT is under no obligation to support the positions of the Proposer. By submitting a QS to TxDOT in response to the RFQ, each Proposer consents to, and expressly waives any right to contest, the provision by TxDOT to the Office of the Attorney General of all, or representative samples of, the QS, in accordance with the Act and each Proposer consents to the release of all such information to the Attorney General for purposes of the Attorney General making a determination in response to a disclosure request under the Act. Under no circumstances will TxDOT be responsible or liable to a Proposer or any other party as a result of disclosing any such materials, whether the disclosure is deemed required by law or by an order of court or the Office of the Attorney General, or occurs through inadvertence, mistake or negligence on the part of TxDOT or its officers, employees, contractors or consultants.

All Proposers should obtain and thoroughly familiarize themselves with the Act, Code and any Rules applicable to the issue of confidentiality and public information. TxDOT will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Code, the Act or other Texas laws, as to the interpretation of

such laws, or as to the definition of trade secret. The Proposer shall be solely responsible for all determinations made by it under applicable laws. Each Proposer is advised to contact its own legal counsel concerning the effect of applicable laws to that Proposer's own circumstances.

In the event of any proceeding or litigation concerning the disclosure of any QS or portion thereof, submitted by the Proposer, the Proposer shall be responsible for prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that TxDOT reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by TxDOT in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by the Proposer whose QS is the subject thereof.

6.3 Organizational Conflicts of Interest

The Rules at 43 Texas Administrative Code § 9.1 regarding organizational conflicts of interest apply to this Project. Respondents are advised that these rules may preclude certain firms and their subsidiaries and affiliates from participating on a Respondent team.

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

- A. Strauss-Wieder, Inc.;
- Atkins North America, Inc.;
- Cambridge Systematics, Inc.;
- CDM Smith, Inc.;
- Clifford Group;
- Ecosystem Planning & Restoration, LLC;
- Entech Civil Engineers, Inc.;
- The Goldman Sachs Group, Inc.;
- H&H Resources;
- HBMG, Inc.;
- HNTB Corporation;
- HVJ Associates;

- Jacobs Engineering Group, Inc.;
- K. Friese & Associates, Inc.;
- Keville Enterprises, Inc.;
- KPMG LLP;
- Milligan Partners, LLC;
- Nancy Ledbetter & Associates, Inc.;
- Nossaman LLP;
- Oldfield Davis, Inc.;
- Ramos Consulting, LLC;
- Reynolds, Smith & Hills, Inc.;
- RODS Surveying, Inc. ;
- Seiler-Lankes Group, LLC;
- Surveying and Mapping, Inc.;
- TEDSI Infrastructure; and
- Affiliates and 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. By submitting its QS, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to TxDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer knew or should have known about but did not disclose is determined to exist during the procurement process, TxDOT may, at its discretion, disqualify the Proposer. If an organizational conflict of interest that the Proposer knew or should have known about but did not disclose exists and the Proposer has entered into a DBA and/or COMA as the Design-Build Contractor or Maintenance Contractor, as applicable, TxDOT will terminate the DBA and/or COMA. In either case, TxDOT may avail itself of any remedies it has at law.

Proposers are also advised that TxDOT's policy is intended to augment 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

7.1 Applicability

This Part A, Section 7 and Section 9.154 of Title 43 of the Texas Administrative Code set forth the exclusive protest remedies available with respect to this RFQ and prescribe exclusive procedures for protests regarding:

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

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

(3) shortlisting determinations.

7.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Part A, Section 7.1(1) may be filed only after the Proposer has informally discussed the nature and basis of the protest with TxDOT, following the procedures prescribed in this Part A, Section 7.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the address specified in Part A, Section 3.4. The written request should include an agenda for the proposed one-on-one meeting. TxDOT will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, TxDOT may, in its sole discretion, make appropriate revisions to the RFQ documents by issuing addenda.

7.3 Deadlines for Protests

(1) Protests concerning the issues described in Part A, Section 7.1(1) must be filed as soon as the basis for the protest is known, but no later than 20 calendar days prior to the QS Due Date, unless the protest relates to an Addendum to the RFQ, in which case the protest must be filed no later than 5 business days after the Addendum is issued.

(2) Protests concerning the issues described in Part A, Section 7.1(2) must be filed no later than 5 business days after receipt of the notification of non-responsiveness.

(3) Protests concerning the issues described in Part A, Section 7.1(3) must be filed no later than 10 business days after the earliest of the notification of the shortlist and the public announcement of the shortlist.

7.4 Content of Protest

Protests shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

7.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to Mr. Dieter Billek, P.E., Texas Department of Transportation, 7600 Chevy Chase Drive, Building 2, 4th Floor, Austin, Texas 78752 with a copy to the Office of General Counsel, Texas Department of Transportation, 125 E. 11th Street, Austin, Texas 78701, as soon as the basis for protest is known to the Proposer. The Proposer filing the protest shall concurrently file a copy of the protest with the other Proposers whose addresses may be obtained from TxDOT's website.

7.6 Comments from other Proposers

Other Proposers may file statements in support of or in opposition to the protest within seven days of the filing of the protest. TxDOT shall promptly forward copies of all such statements to the Proposer that filed the protest (the "Protestant"). Any statements shall be sworn and submitted under penalty of perjury.

7.7 Burden of Proof

The Protestant shall have the burden of proving its protest. TxDOT may, in its sole discretion, discuss the protest with the Protestant and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

7.8 Decision on Protest

The Executive Director or the Executive Director's designee shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, TxDOT may, in its sole discretion, make appropriate revisions to this RFQ by issuing addenda.

7.9 Protestant's Payment of Costs

If a protest is denied, the Protestant shall be liable for TxDOT's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by TxDOT as a consequence of the protest.

7.10 Rights and Obligations of Proposers

Each Proposer, by submitting its QS, expressly recognizes the limitation on its rights to protest provided in this Part A, Section 7, and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Part A, Section 7, it shall indemnify and hold TxDOT and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a QS, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

8. TXDOT RESERVED RIGHTS

In connection with this procurement, TxDOT reserves to itself all rights (which rights shall be exercisable by TxDOT in its sole discretion) available to it under the Code, the Rules and applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Develop the Project in any manner that it, in its sole discretion, deems necessary. If TxDOT is unable to negotiate a DBA or COMA to its satisfaction with a Proposer, it may negotiate with the next highest-rated Proposer, terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the Code and other provisions of Texas law as it deems appropriate.

- Cancel this RFQ or the subsequent RFP, in whole or in part, at any time prior to the execution by TxDOT of a DBA or COMA, without incurring any cost obligations or liabilities (except for any payment for work product required in accordance with the RFP).

- Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.

- Not issue an RFP.

- Reject any and all submittals, responses and QSs received at any time.

- Modify all dates set or projected in this RFQ.

- Terminate evaluations of responses received at any time.

- Suspend and terminate DBA or COMA negotiations at any time or elect not to commence DBA or COMA negotiations with any responding Proposer and engage in negotiations with other than the highest-ranked Proposer.

- Issue addenda, supplements and modifications to this RFQ.

- Appoint evaluation committees to review QSs, make recommendations to the Commission and seek the assistance of outside technical experts and consultants in connection with the QS evaluation.

- Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its QS and require additional evidence of qualifications to perform the work described in this RFQ.

- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.

- Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- Negotiate with a Proposer without being bound by any provision in its QS or Proposal.
- Waive deficiencies in a QS, accept and review a non-conforming QS or permit clarifications or supplements to a QS.
- Disqualify any Proposer that changes its submittal without TxDOT approval.
- Not issue a notice to proceed after execution of the DBA.
- Not pursue the TIFIA credit approval on behalf of the Proposers.
- Not seek an allocation for PABs on behalf of the Proposers.
- Exercise any other right reserved or afforded to TxDOT under this RFQ.

This RFQ does not commit TxDOT to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in Part A, Section 3.2, TxDOT and the State of Texas assume no obligations, responsibilities, and 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 DBA and COMA, 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
QUALIFICATION SUBMITTAL

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

Guarantor – An entity that agrees to provide a guarantee that guarantees the obligations of the Design-Build Contractor under the Design-Build Agreement and the Maintenance Contractor under the COMA.

Key Personnel – The personnel listed in Part B, Volume 2, Section B(2).

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.

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

Major Non-Equity Member – Any or all of a Proposer team's Lead Engineering Firm, Lead Contractor, Lead Maintenance Firm and Construction Team Members, except in each case where these entities qualify as an Equity Member.

Proposer – The consortium, joint venture or entity, whether or not yet formed, which is intended to act as the Design-Build Contractor and Maintenance Contractor of the Project.

2 ORGANIZATION

Proposers are required to assemble their QS in the order prescribed and following the outline form contained in this Part B.

QS Organization

Volume 1 – General Information	
Section A	Form A – Transmittal Letter
Section B	Confidential Contents Index
Section C	Legal Qualifications
Section D	Proposer Information (Forms B-1 and B-2)

Section E	Form C – Certification
Section F	Surety Letters
Volume 2 – Technical Information	
Section A	Executive Summary
Section B	Technical Qualifications
	(1) Project Technical Experience
	(a) Relevant Experience (Forms D-1, D-2 and D-3)
	(b) Project Descriptions
	(2) Key Personnel
	(a) Key Personnel Qualifications (Form G)
	(b) Express Commitment Regarding Key Personnel
	(3) Management Structure
	(4) Reference Summary (Form E)
	(5) Personnel Resume and References (Form G)
Section C	Statement of Technical Approach
Section D	Information Regarding Equity Members and Major Non-Equity Members
	(1) The Proposer
	(2) Equity Members
	(3) Major Non-Equity Members
Section E	Safety Qualifications (Form F – Safety Questionnaire)
Appendix to Volume 2	Relevant licenses, certifications and registrations
Volume 3 – Financial Information	
Section A	Financial Statements and Credit Ratings
Section B	Material Changes in Financial Condition
Section C	Off Balance Sheet Liabilities

VOLUME 1 – General Information

Volume 1 of the QS shall contain the following:

Section A Form A – Transmittal Letter

A duly authorized official of the Proposer or lead firm must execute the transmittal letter in blue ink. For Proposers that are (or are expected to be) joint ventures, partnerships, limited liability companies or other associations, the transmittal shall have appended to it letters on the letterhead stationery of each Equity Member, executed in blue ink by authorized officials of each Equity Member, stating that representations, statements and commitments made in the QS on behalf of the Equity Member's firm have been authorized by, are correct, and accurately represent the role of the Equity Member's firm in the Proposer team.

Section B Confidential Contents Index

A page executed by the Proposer that sets forth the specific items in Volume 3 (and the section and page numbers within the QS at which such items are located) that the Proposer deems confidential, trade secret or proprietary information protected by Section 223.204 of the Code or the Act (as described in Part A, Section 6.2). Blanket designations that do not identify the specific information shall not be acceptable and may be cause for TxDOT to treat the entire Volume 3 of the QS as public information. Notwithstanding the foregoing, the list required under this Section B is intended to provide input to TxDOT as to the confidential nature of a Proposer's financial information, but in no event shall such list be binding on TxDOT, determinative of any issue relating to confidentiality or a request under the Act (as described in Part A, Section 6.2) or override or modify the provisions of Section 223.204 of the Code or TxDOT's responsibilities thereunder.

Section C Legal Qualifications

The following information regarding legal issues affecting the Proposer and its team members shall be submitted:

(1) Legal Issues

Identify and explain any significant anticipated legal issues which the Proposer must resolve in order to carry out the Project and its obligations under a DBA.

(2) Legal Liabilities

Provide a list and a brief description of all instances during the last five years involving transportation projects in which the Proposer (or any other organization that is under common ownership with the Proposer), any Equity Member, any Major Non-Equity Member or any Guarantor 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 number and e-mail address.

(3) 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 Proposer (or any other organization that is under common ownership with the Proposer), any Equity Member, any Major Non-Equity Member or any Guarantor and involving an amount in excess of $500,000 related to performance in transportation projects with a contract value in excess of $100 million.

Include a similar list for all projects included in the response to Part B, Volume 2, Section B(1), regardless of whether the dispute occurred during the past five years or involved the same organization that is on the Proposer's team. For each instance, identify an owner's representative with a current phone number and e-mail address.

Section D Proposer Information (Forms B-1 and B-2)

Provide an executed original of Form B-1 for the Proposer, each Equity Member of Proposer, each Major Non-Equity Member and each Guarantor (if any). Provide a completed Form B-2 for the Proposer. **Proposers are advised that Form B-1 may be released to the public and media.**

Section E Form C – Certification

Provide an executed original of Form C for the Proposer, each Equity Member of Proposer, each Major Non-Equity Member of Proposer and each Guarantor (if any).

Section F Security Letters

Provide 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 at least equal to $830 million. The evidence shall take the form of a letter or certificate 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. In the event TxDOT issues an addendum to change the scope of the Project, TxDOT may increase the required bond amount to account for the revised estimated cost for construction of the Project.

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. In instances where the response to Part B, Volume 3, Section B contains descriptions of proposed or anticipated changes in the financial condition of the

Proposer or any other entity for which financial information is submitted as required hereby for the next reporting period, the letter must provide a certification that the surety's analysis specifically incorporates a review of the factors surrounding such changes and identifying any special conditions which may be imposed before issuance of surety bonds for the Project. Further, each Proposer must specifically state in its response to this Part B, Volume 1, Section F whether or not the requirement set forth in the immediately preceding sentence applies.

If a 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.

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.

VOLUME 2 – Technical Information

Volume 2 of the QS shall contain the following:

Section A Executive Summary

An Executive Summary, not exceeding ten pages. 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.

Section B Technical Qualifications

Provide the following information relevant to qualifications of the Proposer, its Equity Members, the lead or managing entity member of the Proposer team and all Major Non-Equity Members (and any applicable Guarantor) (as defined above).

(1) Project Technical Experience

(a) Relevant Experience (Forms D-1, D-2 and D-3)

The QS shall contain completed Forms D-1, D-2 and D-3. Project descriptions for each of the projects listed in Forms D-1, D-2 and D-3 shall be included in Part B Volume 2, Section B(1)(b).

1. Form D-1: Technical Experience – Lead Engineering Firm: Provide details for a maximum of three projects, (the same projects for which references are provided in Volume 2, Section B(4)) in compliance with the requirements set forth in Form D-1 and best meeting the evaluation criteria set forth in Part A, Section 5.
2. Form D-2: Technical Experience – Lead Contractor: Provide details for a maximum of three projects (the same projects for which references are provided in Volume 2, Section B(4)) in compliance with the requirements set forth in Form D-2 and best meeting the evaluation criteria set forth in Part A, Section 5.
3. Form D-3: Technical Experience – Lead Maintenance Firm: Provide details for a maximum of three projects (the same projects for which references are provided in Volume 2, Section B(4)) in compliance with the requirements set forth in Form D-3 listing experience for the Lead Maintenance Firm and best meeting the evaluation criteria set forth in Part A, Section 5.

(b) Project Descriptions

The QS shall include project descriptions for each project listed on Forms D-1, D-2, D-3 and E. These shall be a maximum two-page narrative description for each project 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 to the evaluation criteria provided in Part A, Section 5. The project descriptions should be provided in the following order:

1. Lead Engineering Firm

2. Lead Contractor

3. Lead Maintenance Firm

(2) Key Personnel

(a) Key Personnel Qualifications

Proposers are required to provide separate resumes and references (Form G) for all Key Personnel. Individuals identified may not hold more than one Key Personnel position; provided, however, any individual that fills a Key Personnel role in the Design-Build Agreement may also fill a Key Personnel role in the Comprehensive Maintenance Agreement.

Resumes shall be on Form G and limited to two pages per person (exclusive of licenses and/or license applications) and only one individual shall be designated to fill each position.

Three individual projects and references shall be provided for each resume. Resumes shall include all of the information required on Form G for each project listed. In addition, licensing and registration (copies of licenses and / or application for licenses where applicable must be attached to the QS as Appendix to Volume 2).

Key Personnel are listed as follows:

Position	Description
Project Manager	Shall lead the Design-Build Contractor's efforts and be responsible for overall design, construction, maintenance and contract administration on behalf of the Design-Build Contractor including safety and environmental compliance for the Project, assigned to the Project full time and co-located/on-site until Service Commencement of each phase, at which time these responsibilities are turned over to the Maintenance Manager unless identified otherwise.
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 actual roadway construction & safety enforcement experience. • Must have at minimum ten years of progressive heavy construction experience, five years of which must be safety management experience on complex heavy civil projects. ○ Certification as a Construction Health and Safety Technician (CHST) by the Board of Certified Safety Professionals, or as a Certified Safety & Health Official (CSHO) may be substituted for two years of safety management experience.

	• Must have completed the OSHA #500 – Trainer Course in OSHA Standards for Construction. • Must have completed training and current certification for CPR and First Aid. • Must have completed training for flaggers in the work zone and work zone traffic control. • The position reports directly to the Design-Build Contractor's governing body. • The position has the authority to stop all work on the Project. If a proposed Safety Manager does not meet the qualification requirements set forth above as of the QS Due Date, Proposer shall submit to TxDOT with its QS a written statement, signed by Proposer and the proposed Safety Manager, committing to meet such qualifications not later than the date of the execution of the DBA. Such written statement, if applicable, shall be appended to Form G.
Lead Quality Manager	Responsible for the quality of the overall design, construction and life cycle quality of the project, implementing quality planning and training, and managing the team's quality management processes. • Must have no less than ten years of experience in quality management, including preparation and implementation of quality plans and procedures in design, construction and maintenance. • Must be a Registered Professional Engineer in the State of Texas or become one by NTP1. • Must be an ASQ-certified quality manager or become certified within six months of NTP1. • Must be independent of direct scheduling and production activities and has the authority to stop work. Reports directly to the Design-Build Contractor's management team and shall be co-located and on-site until final acceptance and during all major construction activities during the maintenance phase of the Project. May, but is not required to, be an employee of an independent quality firm.
Environmental Compliance Manager	Responsible for ensuring compliance of all on-site activities with the requirements of all environmental permits and regulatory requirements. Reports directly to Project Manager. Independent of Lead Contractor's production team and has the authority to stop work. May be an employee of the Design-Build Contractor or of an independent firm working for the Design-Build Contractor, but may not be an employee of the Lead Contractor or of a firm subcontracting to the Lead Contractor.

ROW Acquisition Manager	Responsible for leading ROW acquisition efforts by the Design-Build Contractor for the Project. Must have at least five years of experience managing the acquisition of transportation ROW projects for a condemning authority, be licensed as a real estate salesman or broker pursuant to the *Texas Real Estate License Act* or rules established by the Texas Real Estate Commission, be familiar with appraisal and appraisal report review pursuant to the Uniform Standards of Professional Appraisal Practice (USPAP), and be familiar with the Uniform Act and applicable Laws of the State of Texas. TxDOT prefers that the ROW Acquisition Manager be an employee of an Equity Member or Major Non-Equity Member of the Proposer. Must have decision making authority regarding ROW issues that affect the Project schedule.
Utility Manager	Responsible for leading utility coordination efforts on behalf of the Design-Build Contractor. Must have at least seven years of experience managing utility coordination and adjustments for transportation projects of similar scope and complexity. Assigned to the Project full time and co-located/on-site until substantial completion. TxDOT prefers that the ROW Acquisition Manager be an employee of an Equity Member or Major Non-Equity Member of the Proposer. Must have decision making authority regarding Utility issues that affect the Project schedule.
Design Manager	A Professional Engineer responsible for ensuring that the overall Project design is completed and design criteria requirements are met. Co-located whenever design activities are being performed, including design activities related to field design changes.
Lead Roadway Design Engineer	A Professional Engineer responsible for ensuring that the design of the roadway is completed and design criteria requirements are met. Will be the Engineer of Record for the roadway. Co-located whenever roadway design activities are being performed, including design activities related to field design changes.
Lead Drainage Engineer	A Professional Engineer responsible for ensuring that the drainage design is completed, design criteria requirements are met and the drainage system functions as designed. Will be the Engineer of Record for drainage.

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 acceptance personnel, and administering all construction requirements of the DBA.
Maintenance Manager	Prior to service commencement for each phase, responsible for maintenance and reporting to the Project Manager. After service commencement for each phase, responsible for overall design, construction, maintenance and contract administration matters on behalf of the Design-Build Contractor, including safety and environmental compliance, and interfacing with TxDOT in compliance with the maintenance protocols arrangement. If the Maintenance Manager is not responsible for design and construction after service commencement, please identify a responsible person.

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

(b) Express Commitment Regarding Key Personnel

An express, written statement from the Proposer committing that the Key Personnel designated in the QS for the positions or roles described in Part B, Volume 2, Section B(2)(a) shall be available to serve the role so identified in connection with the Project. 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 assign to work on, the Project for the positions identified. Procedures concerning changes of such personnel will be set forth in the RFP; however, requests to implement 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.

(3) Management Structure

For each QS, provide a narrative of no more than five pages (8.5" x 11") describing the Proposer's teaming arrangements and its management structure. The narrative should include at a minimum a discussion of the following:

- How the Proposer will institutionally operate, particularly in light of the complexity and sequencing of Project development;
- The experience of team members working together on other projects and the results of that experience; and
- How the management structure will facilitate the management of Project risks.

The narrative will be supported by up to three charts, on paper up to 11" x 17" size, as follows:

- Organization chart showing the Proposer's Equity Members and Major Non-Equity Members (and any Guarantor, if applicable). Indicate the percentage of shareholding among the Equity Members.
- Organization chart showing the Proposer's management structure and "chain of command" with Key Personnel shown together with any other relevant personnel Proposer wishes to identify at this time, and identifying major functions to be performed and their reporting relationships in managing, designing, constructing and maintaining the Project. Proposers may submit separate organizational charts for the construction period and the maintenance period of the Project, if needed.

(4) Reference Summary (Form E)

The QS shall contain a completed Form E consolidating all of the references required. This should include references for all project experience listed on Forms D-1, D-2 and D-3.

For purposes of completing Forms D-1, D-2, D-3 and E, Proposers may not include references from any of the TxDOT personnel identified in Table 2 below. All other TxDOT personnel (including TxDOT personnel not identified below) may be included for such purposes.

Table 2: TxDOT Personnel

Administration
LtGen J.F Weber, USMC (Ret)
Russell Zapalac
John Barton
James Bass

Houston District
Mike Alford
Quincy Allen
Callie Barnes
Pat Henry
Bill Brudnick

Strategic Projects Division
Ed Pensock
Katie Nees
Dieter Billek
Bill Reichert
Marcus Coronado
Matt McCarter
Kristi Flagg

Innovative Financing/ Debt Management
Benjamin Asher
David Duran
Sara Ulbrich
Sarah Chapa

Beaumont District
Tucker Ferguson
Cory Taylor

Office of General Counsel
Rebecca Bronson
Jim Bailey
Becky Blewett

Strategic Projects Office
Eddie Sanchez
George Grantham
Greg Snider
Caleb Bryant
Dominick Trupia

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/contacts listed for construction firms that were traditional design/bid/build contracts, the information sought above shall be limited only to the construction contract, rather than any ensuing 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 assessing the Proposer's qualifications. For any entity identified in the QS for which experience and qualifications have not been provided pursuant to Part B, Volume 2, Section B(1)(a), the Proposer may, but is not required to, include the relevant project reference on Form E.

(5) Personnel Qualifications (Form G)

Proposers shall provide a separate Form G for each relevant personnel other than Key Personnel that are shown in the Organization Chart included in Volume 2 and the qualifications of which will be evaluated as described in Part A, Section 5.

Form G shall be limited to the two pages provided per person (exclusive of licenses and/or license applications). Relevant licenses, certifications and registrations (or copies of licenses and/or applications for licenses if applicable) must be included in the Appendix to Volume 2.

Section C 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.

(2) Approach to DBA contracting and to successfully delivering the Project using DBA contracting.

(3) Identification and understanding of the top Project risks and potential solutions to address the risk, including:

  (i) Risks with consequences arising during design;

  (ii) Risks with consequences arising during construction; and

  (iii) Risks with consequences arising during the maintenance period.

(4) Experience in utilizing the ATC process and applying other innovative measures to maximize available public funds.

The Statement of Technical Approach may be no longer than **nine** pages and must be entirely on 8.5" x 11" paper.

Section D Information Regarding Equity Members and Major Non-Equity Members

(1) The Proposer

Identify the legal name of the Proposer. If the name is a "doing business as" or "DBA," identify underlying names. If the Proposer entity has not been legally formed yet, state that a legal entity has not yet been created, provide a proposed name (if any) or a temporary name for Proposer and describe the expected timing for creating a legal entity for Proposer. Identify a sole point of contact (a real person) and include the following information: name, title, address, telephone and fax numbers and electronic mail address. Identify the legal name and nature of the Proposer and the state within which it was organized, or for Proposers that have not formed a legal entity yet, identify the proposed legal name and nature of the Proposer and the state within which Proposer expects to organize the entity.

(2) Equity Members (and Applicable Guarantors)

For each Equity Member of the Proposer, identify the entity's role and the entity's legal nature and state within which it was organized. In addition, for any anticipated Guarantor, identify the entity's name, legal nature and state within which it was organized.

(3) Major Non-Equity Members

Identify each Major Non-Equity Member of the Proposer and for each such Major Non-Equity Member, identify the entity's role and the entity's legal nature and state within which it was organized.

The information submitted in response to this Section D shall be limited to a maximum of one page for each Equity Member, Major Non-Equity Member and Guarantor (if applicable).

Section E Safety Qualifications

The QS shall contain a completed Form F for the Lead Contractor, Lead Maintenance Firm and each Construction Team Member.

VOLUME 3 – Financial Information

Volume 3 of the QS shall contain the following:

Section A Financial Statements and Credit Ratings

Financial statements for the Proposer, the Equity Members, any Guarantor (if applicable) and the Lead Contractor of Proposer for the three most recent completed fiscal years must be provided consistent with the requirements below 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 the Proposer, an Equity Member, a Guarantor or the Lead Contractor.

Proposer may include a parent company or other affiliate company as a Guarantor, whose financial information will be considered with respect to the Proposer's financial capabilities. If a Guarantor is included, the Proposer must still provide the information required of each Equity Member in addition to providing the information about the Guarantor described below. In addition, TxDOT may, in its discretion based upon the review of the information provided, specify that an acceptable Guarantor or additional Equity Member is required as a condition of shortlisting, in which case the information required of such Guarantor or additional Equity Member shall be submitted upon request by TxDOT.

Financial statement information must include:

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

In addition, financial statements must meet the following requirements:

- **GAAP/IFRS –** Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") or International Financial Reporting Standards ("IFRS"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS.
- **U.S. Dollars –** Financial statements must be provided in U.S. dollars. If financial statements are not available in U.S. dollars, the Proposer must convert the financial statements to U.S. dollars and provide a summary of the conversion methods and applicable foreign exchange rates used to do so.

- **Audited –** Financial statements must be audited by an independent party qualified to render audit opinions (e.g. a certified public accountant). If audited financials are not available for an Equity Member, a Guarantor (if applicable) or the Lead Contractor, the QS shall include unaudited financial statements for such Equity Member, Guarantor, or Lead Contractor, certified as true, correct and accurate by the chief financial officer ("CFO") or treasurer of the entity.
- **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, including footnotes, must be provided with the original financial statement information.
- **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 for the Equity Members and Guarantors (if applicable) shall be provided (and the Proposer shall expressly state that the Proposer is a newly formed entity or not yet formed entity, as applicable, and does not have independent financial statements).
- **SEC Filings –** If the team or any other entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed Form 10K.
- **Confidentiality –** The Proposer shall identify any information which it believes is entitled to confidentiality under Code Section 223.204 and the Act, by placing the word "CONFIDENTIAL" on each page as described in Part B, Volume 1, Section B.
- **Credit Ratings –** Appropriate credit ratings must be supplied for the Proposer, each Equity Member, each Guarantor (if applicable), and the Lead Contractor to the extent such entities have credit ratings. Credit ratings shall also be provided for any Guarantor to the extent a Guarantor is included in Proposer's QS or is required by TxDOT pursuant to the foregoing. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity.

Section B Material Changes in Financial Condition

Information regarding any material changes in financial condition for Proposer, each Equity Member, each Guarantor (if applicable), and the Lead Contractor for the past three years and anticipated for the next reporting period must be provided. If no material change has occurred and none is pending, the Proposer, Equity Member, Guarantor, or Lead Contractor, as applicable, shall provide a letter from its CFO or treasurer so certifying.

Set forth below is a representative list of events intended to provide examples of what TxDOT considers a material change in financial condition. This list is intended to be indicative only.

At the discretion of TxDOT, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

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

<u>List of Representative Material Changes</u>

(1) An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;

(2) A change in tangible net worth of 10% of shareholder equity;

(3) A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;

(4) A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;

(5) Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

(6) In the current and three most recent completed fiscal years, the affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;

(7) Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition over the past three years or may be pending for the next reporting period.

Section C Off-Balance Sheet Liabilities

A letter from the CFO or treasurer of the entity or the certified public accountant for each entity for which financial information is submitted, identifying as applicable each off-balance sheet liability exceeding $10 million and its associated dollar amount and providing explanation for off-balance sheet treatment.

PART C
EXHIBITS AND FORMS

EXHIBIT A

REFERENCE INFORMATION DOCUMENTS

1. ENVIRONMENTAL DOCUMENTS

1.1 H & I-1 Environmental Documents

1.1.1 approved-h-and-i1-deis-vol1-march2011.pdf
1.1.1.1 feis-h-and-i1-vol-1-and-exhibits-april2014.pdf
1.1.2 approved-h-and-i1-deis-vol2-march2011.pdf
1.1.2.1 feis-h-and-i1-vol-2-appendices-a-n-april2014.pdf
1.1.3 FEIS Figures
1.1.3.1 prelim-h-and-i1-feis-table-of-contents
1.1.3.2 prelim-h-and-i1-feis-exhibits-chapter1
1.1.3.3 prelim-h-and-i1-feis-exhibits-chapter2
1.1.3.4 prelim-h-and-i1-feis-exhibits-chapter3
1.1.3.5 prelim-h-and-i1-feis-exhibits-chapter4
1.1.3.6 prelim-h-and-i1-feis-exhibits-chapter5
1.1.3.7 prelim-h-and-i1-feis-exhibits-chapter6
1.1.4 h-and-i1-rod-june-2014

1.2 I-2 Environmental Documents

1.2.1 re-evaluation-of-i2-feis-october-2012
1.2.2 i2-feis-appendix-a
1.2.3 i2-feis-appendix-b
1.2.4 i2-feis-appendix-c
1.2.5 i2-feis-appendix-d
1.2.6 i2-feis-appendix-e
1.2.7 i2-feis-appendix-f
1.2.8 i2-prelim-eis-volume-1
1.2.9 i2-prelim-feis-volume-2
1.2.10 i2-prelim-feis-volume-3
1.2.11 i2-feis-volume-4
1.2.12 re-evaluation-of-i2-feis-october-2007
1.2.13 i2-rod-july-1998

2 AS-BUILTS PLANS AND OTHER DATA

2.1 As-Built Plans

2.1.1 bs-146e-alexander-to-north-of-marvin.pdf
2.1.2 bs-146e-and-sh-99.pdf
2.1.3 bs-146e-horace-mann-school-baytown.pdf
2.1.4 bs-146e-wyoming-to-alexander.pdf
2.1.5 fm1485-at-caney-creek-to-peach-creek.pdf
2.1.6 fm1485-huffman-cleveland-to-west-of-county-line.pdf
2.1.7 fm1485-lp494-to-huffman-cleveland.pdf
2.1.8 hctra-sh99-at-fm565-toll-equipment.pdf
2.1.9 lp494-ford-community-and-farris-green.pdf
2.1.10 sh146-east-of-lee-east-1-4-mi.pdf
2.1.11 sh146-loop201-to-east-gulf.pdf
2.1.12 sh146-loop201-to-mprr.pdf
2.1.13 sh146-sh225-to-loop201.pdf
2.1.14 sh146-spur-201-overpass-and-goose-creek-bridge.pdf
2.1.15 sh146-to-spur330.pdf

2.1.16 spur55-sh146-to-fm1405.pdf

2.2 Bridge Inspection Reports
2.2.1 sh99-nbi-number-index.pdf
2.2.2 sh99-pon-tex-detail-bridge-reports.pdf

2.3 Railroad Crossing Information
2.3.1 uprr-crossing-inventory-information.pdf

2.4 Plans
2.4.1 i10-sh146-to-fm565.pdf
2.4.2 sh99-bs-146e-to-fm1405-90-pct-cross-sections.pdf
2.4.3 sh99-bs-1463-to-fm1405-90-pct-plans.pdf
2.4.4 sh99-bs-1463-to-fm1405-100-pct-plans.pdf
2.4.5 sh99-fm565-to-fm1405.pdf
2.4.6 sh99-fm1314-to-us59-seg-gb-60-pct-civil-plan-set.pdf
2.4.7 sh99-i10-to-fm565.pdf

2.5 Bridge Layouts
2.5.1 i10-eb-frontage-rd-to-hackberry-gully.pdf
2.5.2 i10-ml-sh99-and-hackberry-gully-overpass.pdf
2.5.3 i10-wb-frontage-rd-to-hackberry-gully
2.5.4 sh99-spur55-cedar-bayou.pdf

2.6 Photos
2.6.1 sh99-photo-log-2013-07-23.pdf
2.6.2 sh99-photo-locations-2013-07-23.pdf
2.6.3 sh99-photo-log-2013-07-30.pdf

2.7 Miscellaneous
2.7.1 gulf-inland-logistics-park-brochure.pdf

3 SCHEMATIC PLANS

3.1 H & I-1 Ultimate Diagrammatic
3.1.1 ultimate-h-and-i1-us59-to-i10-four-lane-page1of3.pdf
3.1.2 ultimate-h-and-i1-us59-to-i10-four-lane-page2of3.pdf
3.1.3 ultimate-h-and-i1-us59-to-i10-four-lane-page3of3.pdf

3.2 H & I-1 Initial Diagrammatic
3.2.1 initial-h-and-i1-us59-to-i10-two-lane-page1of3.pdf
3.2.2 ultimate-h-and-i1-us59-to-i10-four-lane-page2of3.pdf
3.2.3 ultimate-h-and-i1-us59-to-i10-four-lane-page3of3.pdf

3.3 I-2B Schematic
3.3.1 sh99-i2-sh146-to-fisher-road.pdf

3.4 Survey Control
3.4.1 sh99-control-point-data-sheets.pdf
3.4.2 sh99-horizontal-and-vertical-control.pdf
3.4.3 sh99-survey-control-points.pdf
3.4.4 sh99-control-index-sheets.pdf
3.4.5 sh9-tin-5-2-14.tin

3.5 LIDAR

3.5.1 sh99-dem-tx-feet2.tfw
3.5.2 3.5.2 sh99-dem-tx-feet2.tif n/a
3.5.3 sh99-dem-tx-feet2.tif.aux.xml n/a
3.5.4 sh99-dem-tx-feet2.tif.ovr
3.5.5 sh99-dem-tx-feet2.tif.xml
3.5.6 sh99-contour-tif2.cpg
3.5.7 sh99-contour-tif2.dbf
3.5.8 sh99-contour-tif2.dgn
3.5.9 sh99-contour-tif2.prj
3.5.10 sh99-contour-tif2.sbn
3.5.11 sh99-contour-tif2.sbx
3.5.12 sh99-contour-tif2.shp
3.5.13 sh99-contour-tif2.shp.xml
3.5.14 sh99-contour-tif2.shx
3.5.15 sh99-contour-tif2-3d.dgn
3.5.16 sh99-contour-tif2-3d.prj
3.5.17 sh99-contour-tif2-3d-v2.dgn
3.5.18 sh99-contour-tif2-3d-v2.dgn.xml
3.5.19 sh99-contour-tif2-3d-v2.prj
3.5.20 sh99-contour-tif2-dwg.dwg
3.5.21 sh99-contour-tif2-dwg.dwg.xml
3.5.22 sh99-contour-tif2-v2.dgn
3.5.23 sh99-contour-tif2-v2.prj n/a

4 UTILITIES

4.1 SUE

4.1.1 33374-sue-3-5-14.dgn
4.1.2 sue-bs-146e-to-fm1405-final-submittal.pdf
4.1.3 sue-hou.rsc
4.1.4 utility-layout-us59-n-to-i10-e.pdf

4.2 Owner Provided Information

4.2.1 air-liquide-pipeline-sh99.pdf
4.2.2 air-liquide-pipeline-sh99-at-fm565.pdf
4.2.3 air-liquide-pipeline-sh99-at-main-canal.pdf
4.2.4 air-liquide-pip3lin3-sh99-at-sh146.pdf
4.2.5 air-products-2-8in-pipelines
4.2.6 air-products-14in-hydrogen-pipeline-cedar-pt-lat-xing.pdf
4.2.7 air-products-14in-hydrogen-pipeline.pdf
4.2.8 at-and-t-light-guide-system-sh99-at-us90.pdf
4.2.9 at-and-t-texas-segment-gb-at-sh99-and-us59.pdf
4.2.10 buckeye-development-6in-ethane-pipeline.pdf
4.2.11 buckeye-development-8in-products-pipeline.pdf
4.2.12 buckeye-development-10in-pipeline.pdf
4.2.13 centerpoint-energy-electric-gis-maps.pdf
4.2.14 chevron-pipelines.pdf
4.2.15 chevron-txl0010-as-f-001.pdf
4.2.16 chevron-txl0011-as-f-001.pdf
4.2.17 chevron-txl0011-as-f-001.pdf
4.2.18 chevron-txl0013-as-f-014.pdf
4.2.19 chevron-txl0029-as-f-001.pdf
4.2.20 chevron-txl0029-as-f-001.pdf
4.2.21 chevron-txl0084a-as-f-003.pdf

4.2.22 chevron-txl0085-as-f-001.pdf
4.2.23 chevron-txl0085-as-f-003.pdf
4.2.24 chevron-txl0510B-as-f-001.pdf
4.2.25 chevron-txl0612-as-f-018.pdf
4.2.26 citgo-058b-10-in-pipeline.pdf
4.2.27 citgo-058c-10-in-pipeline.pdf
4.2.28 citgo-058d-10-in-pipeline.pdf
4.2.29 colonial-pipeline.pdf
4.2.30 dcp-midstream-pipelines-sh99-encroachments.bmp
4.2.31 dow-chemicals-pipeline-locations.pptx
4.2.32 e-montgomery-cty-improve-district-off-and-ed-center.pdf
4.2.33 energy-transfer-east-texas-12-line.pdf
4.2.34 energy-transfer-general-guidelines.pdf
4.2.35 energy-transfer-gp-h-i1-diag-4-lane.kmz
4.2.36 energy-transfer-pipeline-hull-to-mt-belvieu.pdf
4.2.37 enterprise-products-6653-exported-pipelines.kmz
4.2.38 enterprise-products-6654-exported-pipeliens.kmz
4.2.39 enterprise-products-db6655-exported-pipelines.kmz
4.2.40 enterprise-products-db6656-exported-pipelines.kmz
4.2.41 exxon-mobil-pipelines.pdf
4.2.42 keystone-trans-canada-pipelines-houston-lateral.pdf
4.2.43 kinder-morgan-pipelines-deer-park-060-005.pdf
4.2.44 kinder-morgan-pipelines-deer-park-060-006.pdf
4.2.45 kinder-morgan-pipelines-deer-park-128-011.pdf
4.2.46 kinder-morgan-pipelines-deer-park-166-003.pdf
4.2.47 kinder-morgan-pipelines-deer-park-520-123.pdf
4.2.48 kinder-morgan-pipelines-deer-park-903-007.pdf
4.2.49 kinder-morgan-pipelines-deer-park-903-008.pdf
4.2.50 kinder-morgan-pipelines-map-seg-h.pdf
4.2.51 kinder-morgan-pipelines-map-seg-i1.pdf
4.2.52 kinder-morgan-pipelines-map—seg-i2.pdf
4.2.53 kinder-morgan-pipelines-new-caney-082-008.pdf
4.2.54 kinder-morgan-pipelines-new-caney-085-007.pdf
4.2.55 kinder-morgan-pipelines-new-caney-085-008.pdf
4.2.56 kinder-morgan-pipelines-new-caney-085-001.pdf
4.2.57 koch-pipelines-sh99.pdf
4.2.58 level-3-communication.pdf
4.2.59 lyondell-bassell-pipeline-seg-i2.jpg
4.2.60 milagro-explorations-pipelines.pdf
4.2.61 mt-belvieu-contract-sanitary-sewer-improvments.pdf
4.2.62 mt-belvieu-job28-waterline-on-fm146.pdf
4.2.63 mt-belvieu-job28-05-waterline-to-cherry-point.pdf
4.2.64 mt-belvieu-job28b-sanitary-sewer.pdf
4.2.65 mt-belvieu-job81-2514-waterline-on-fm565.pdf
4.2.66 mt-belvieu-job83-san-sewer-to-marantha-temple.pdf
4.2.67 mt-belvieu-job87-san-sewer-at-cherry-pt-and-fm3360.pdf
4.2.68 mustang-pipeline-us59-to-mt-belvieu-1of10.jpg
4.2.69 mustang-pipeline-us59-to-mt-belvieu-2of10.jpg
4.2.70 mustang-pipeline-us59-to-mt-belvieu-3of10.jpg
4.2.71 mustang-pipeline-us59-to-mt-belvieu-4of10.jpg
4.2.72 mustang-pipeline-us59-to-mt-belvieu-5of10.jpg
4.2.73 mustang-pipeline-us59-to-mt-belvieu-6of10.jpg
4.2.74 mustang-pipeline-us59-to-mt-belvieu-7of10.jpg
4.2.75 mustang-pipeline-us59-to-mt-belvieu-8of10.jpg
4.2.76 mustang-pipeline-us59-to-mt-belvieu-9of10.jpg

4.2.77 mustang-pipeline-us59-to-mt-belvieu-10of10.jpg
4.2.78 new-caney-mud-12in-water-main.pdf
4.2.79 new-caney-mud-utility-xing-at-loop494.pdf
4.2.80 new-caney-mud-utility-map-sanitary-distribution.pdf
4.2.81 new-caney-mud-utility-map-water-distribution.pdf
4.2.82 new-caney-mud-water-sys-improvements2012-loop494.pdf
4.2.83 new-caney-mud-waterline-comm-dr-to-elem-school9.pdf
4.2.84 oneok-ngl-pipelines-alignments.pdf
4.2.85 oneok-ngl-pipelines-maps.pdf
4.2.86 oneok-ngl-pipelines.pdf
4.2.87 oneok-ngl-pipeline.png
4.2.88 shell-pipeline-location-map.pptx
4.2.89 sunoco-pipelines-21004-10-kilgore-oti.kmz
4.2.90 sunoco-pipelines-21013-6-barbers-hill-to-liberty.kmz
4.2.91 sunoco-pipelines-21014-6-humble-to-liberty.kmz
4.2.92 sunoco-pipelines-21015-6-esperson-to-dayton.kmz
4.2.93 sunoco-pipelines-21019-8-sour-lake-to-baytown.kmz
4.2.94 sunoco-pipelines-21021-8-hebert-to-aldine.kmz
4.2.95 sunoco-pipelines-21025-8-aldine-to-hull.kmz
4.2.96 sunoco-pipelines-21030-4-esperson-to-dayton-junc.kmz
4.2.97 sunoco-pipelines-jun16.kmz
4.2.98 sunoco-pipelines-location.exhibit.pdf
4.2.99 verizon-facilities-map.jpg
4.2.100 verizon-sh99-extension-as-builts.pdf
4.2.101 verizon-sh99-extension-rack42-as-builts.pdf
4.2.102 williams-gas-pipeline-aerial-at-tabbs-bay.jpg
4.2.103 williams-gas-pipeline-aerial-from-hwy90-down.jpb

5 RIGHT OF WAY

5.1 Right of Way Maps

5.1.1 row-3187-07-001-spur55-sh146-to-chambers-cty-line.pdf
5.1.2 row-sh99-fm1405-to-i10.pdf

5.2 Boundary Surveys

5.2.1 lake-houston-wilderness-park-boundary-survey.pdf

6 GEOTECHNICAL

6.1 Geotechnical Report

6.1.1 sh99-h-and-i1-prelim-geotech-investigation-draft.pdf
6.1.2 i2-geotechnical-report-january-2001

6.2 Boring Logs

6.2.1 sh99-drilling-logs.pdf
6.2.2 sh99-plan-of-borings-preliminary.pdf

6.3 Fault Study

6.3.1 sh99-phase-1-geologic-fault-study-draft.pdf

7 DRAINAGE

7.1 Flood Insurance Rate Maps

7.2 Flood Insurance Studies

7.3 Models

7.3.1 Existing Conditions HEC-RAS Models

7.3.1.1 caney-creek-1and2and6.zip
7.3.1.2 crossing3-3.zip
7.3.1.3 crossing 4-4.zip
7.3.1.4 crossing5-5.zip
7.3.1.5 crossing7-7.zip
7.3.1.6 church-house-gully-8.zip
7.3.1.7 g10380-00-9.zip
7.3.1.8 crossing10-10.zip
7.3.1.9 crossing11-11.zip
7.3.1.10 crossing12-12.zip
7.3.1.11 luce-bayou-13.zip
7.3.1.12 crossing14-14.zip
7.3.1.13 crossing15-15.zip
7.3.1.14 crossing16-16.zip
7.3.1.15 cedar-bayou-17and18and20.zip
7.3.1.16 crossing19-19.zip
7.3.1.17 crossing21-21.zip
7.3.1.18 crossing22-22.zip
7.3.1.19 crossing23-23.zip
7.3.1.20 crossing24-24.zip
7.3.1.21 crossing25-25.zip
7.3.1.22 crossing26-26.zip
7.3.1.23 crossing27-27.zip
7.3.1.24 crossing27-27.zip
7.3.1.25 crossing29-29.zip
7.3.1.26 crossing30-30.zip
7.3.1.27 crossing31-31.zip
7.3.1.28 crossing32-32.zip
7.3.1.29 crossing33-33.zip
7.3.1.30 crossing35-35.zip
7.3.1.31 crossing36-36.zip
7.3.1.32 crossing37-37.zip
7.3.1.33 crossing39-39.zip
7.3.1.34 crossing40-40.zip
7.3.1.35 crossing41-41.zip
7.3.1.36 crossing42-42.zip
7.3.1.37 crossing43-43.zip
7.3.1.38 crossing44-44.zip
7.3.1.39 crossing45-45.zip
7.3.1.40 crossing46-46.zip
7.3.1.41 crossing47-47.zip
7.3.1.42 crossing48-48.zip
7.3.1.43 crossing49-49.zip
7.3.1.44 crossing50-50.zip
7.3.1.45 crossing51-51.zip
7.3.1.46 crossing53-53.zip
7.3.1.47 crossing60-60.zip

7.3.2 Existing Conditions Hydrologic Models

7.3.2.1 gageanalysis.zip

7.3.2.2 green-ampt-clark-unit.zip
7.3.2.3 small-watershed-spreadsheets.zip

7.4 FEMA Data

7.4.1 Hydrology

7.4.1.1 luce-bayou-hydrology.pdf
7.4.1.2 multistrm-hydrol-1of7-study-tr-20.pdf
7.4.1.3 multistrm-hydrol-6of7-study-tr-20-peachcreek.pdf
7.4.1.4 multistrm-hydrol-8-study-tr-20-efork-sanjacinto.pdf
7.4.1.5 multistrm-hydrol-10-study-tr-20-churchhouse-gully.pdf
7.4.1.6 peach-creek-hydrol-study-tr-20.pdf

7.4.2 Mapping

7.4.2.1 liberty-tx-work-map-0025.pdf
7.4.2.2 montgomery-tx-1731.pdf

7.4.3 Modelling

7.4.3.1 cedar-bayou.pdf
7.4.3.2 church-house-gully-1.pdf
7.4.3.3 east-fork-san-jacinto-river-study-wsp2.pdf
7.4.3.4 lower-caney-river-multiple.pdf
7.4.3.5 luce-bayou-modeling.pdf
7.4.3.6 peach-creek-multiple-use.pdf

7.5 Drawing Files

7.6 Existing Conditions

7.6.1 sh99-preliminary-existing-conditions-summary.pdf

7.7 Draft Drainage Impact Report

7.7.1 sh99-draft-drainage-report.pdf

8 REPORTS, STUDIES AND MANUALS

8.1 Corridor Feasibility

8.2 Manuals, Memos and Guidelines

8.2.1 sh99-mini-design-concept-conference-memo.pdf

8.3 Traffic and Revenue Studies

8.4 Interstate Access Justification Report

8.4.1 interstate-acccess-justification-report-i10-at-sh99.pdf

8.5 Value Engineering Studies

8.6 Pavement Design

8.6.1 pavement-design-sh99.pdf

8.7 Land Use

8.8 Landscape and Aesthetic Guidelines

8.8.1 green-ribbon-project-design-guidelines.pdf

8.8.2 houston-district-planting-layout-guidelines.pdf
8.8.3 houston-district-planting-layout.dgn
8.8.4 houston-district-standard-std-k-3-tree-protection.dgn
8.8.5 houston-district-standard-std-k-4-planting-and-establishment.dgn

9 RULES AND AGREEMENTS

9.1 Agreements

9.2 Rules

9.3 Left Blank on Purpose

9.4 FAA Agreement

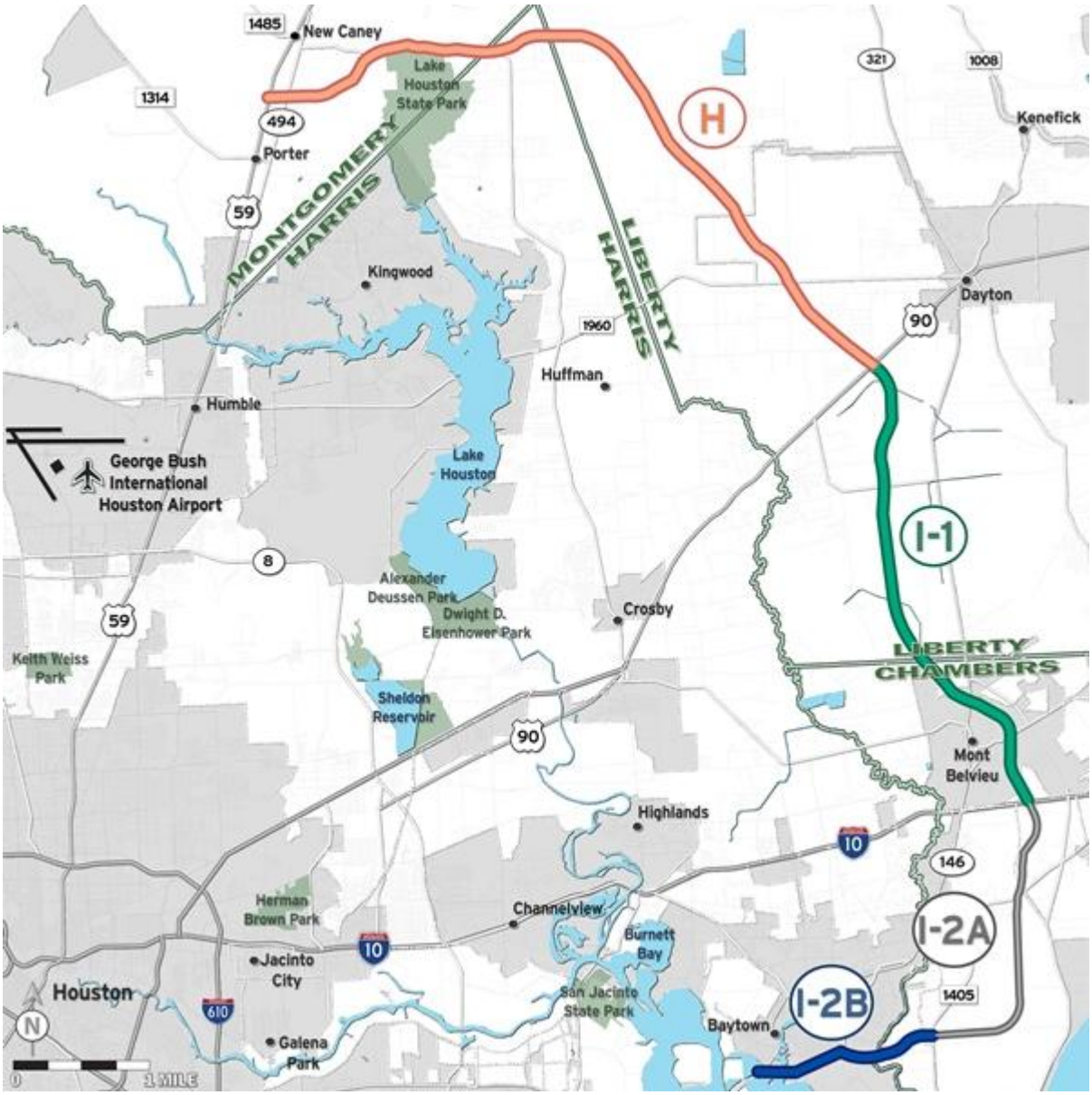
9.5 Railroad Agreements

9.5.1 rr-agr-sh146-at-mopac-spur-track-to-us-steel-plant.pdf

10 MISCELLANEOUS

EXHIBIT B

PROJECT MAP



FORM A

TRANSMITTAL LETTER

PROPOSER:_____

QS Date: _____

Texas Department of Transportation
7600 Chevy Chase Drive, Building 2, 4th Floor
Austin, Texas 78752
Attn: Dieter Billek, P.E.

The undersigned ("Proposer") submits this qualification statement (this "QS") in response to that certain Request for Qualifications dated as of July 31, 2014 (as amended, the "RFQ"), issued by the Texas Department of Transportation ("TxDOT") to design, construct and maintain tolled lanes, general purpose lanes and related facilities along SH 99 (the "Project") through a Design-Build Agreement ("DBA") and a Comprehensive Maintenance Agreement ("COMA"). 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: General Information;

Volume 2: Technical Information; and

Volume 3: Financial Information.

Proposer acknowledges receipt, understanding and full consideration of all materials posted on TxDOT's Project Website (as defined in the RFQ) and the following addenda and sets of questions and answers to the RFQ:

[*Proposer to list any addenda to the 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 shortlist 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, as described in Part A, Section 3.2 of the RFQ.

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 pages*]

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-1

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

(for Public Release)

Name of Proposer:_____

Entity (check one box for entity completing Form B-1, as applicable):

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

Name of Entity Completing Form B-1:

_____

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-1:_____

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 Working on Project:_____
Contact Telephone Number:_____

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

_____
_____

_____

_____

C. If the entity completing this Form B-1 is a Joint Venture or newly formed entity (formed within the past two years), complete a separate Form B-1 and Form C for each member or partner of the entity and attach it 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 B-2

SUMMARY INFORMATION REGARDING PROPOSER

Name of Proposer:_____

List of all Equity Members:

_____

_____

_____

_____

_____

List of all Major Non-Equity Members:

_____

_____

_____

_____

_____

List of all Construction Team Members:

_____

_____

_____

_____

_____

_____

_____

List of other team members (including any Guarantors):

FORM C

CERTIFICATION

Proposer:_____

Name of Firm:_____

Entity (check one box for entity completing Form B-1, as applicable):

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

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 within the past ten years?

   ☐ 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 within the past ten years?

☐ 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. Within the past ten years, 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 or 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 ☐ No

If yes, please explain:

7. Within the past ten years, 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.

*With respect to the firm, the term "Affiliates" includes (i) parent companies of the firm, (ii) subsidiary companies of the firm, and (iii) joint venture members or partners in which the firm has more than a 15% financial 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 September 1, 2014	LEVEL OF COMPANY'S PARTICIPATION (6) & (8)	ROLE OF COMPANY FOR THE PROJECT (7)

Notes:

(1) A maximum of three projects may be included. In the case of an experience provided by a company related to the Lead Engineering Firm (to the extent permitted under Part A, Section 5.1), specify its relation to the Lead Engineering Firm.

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

(3) Only list projects where the Lead Engineering Firm held a minimum thirty percent (30%) of the ultimate responsibility for the design and engineering work. If the Lead Engineering Firm is a joint venture, only list projects from one or more of the members of the joint venture that will perform at least thirty percent (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 September 1, 2014, 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 design and engineering work for the listed project.

(7) In Volume 2 of the QS provide 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 WORK COMPLETED BY September 1, 2014	LEVEL OF COMPANY'S PARTICIPATION (6)	ROLE OF COMPANY FOR THE PROJECT (7)

Notes:

(1) A maximum of three projects may be included. In the case of experience provided by a company related to the Lead Contractor (to the extent permitted under Part A, Section 5.1), specify its relation to the Lead Contractor.

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

(3) Only list projects where the Lead Contractor held a minimum thirty percent (30%) of the ultimate responsibility for the construction work. If the Lead Contractor is a joint venture, only list projects from one or more of the joint-venture members that will perform at least thirty percent (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 September 1, 2014, 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 construction work for the listed project.

(7) In Volume 2 of the QS provide 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.

FORM D-3 - TECHNICAL EXPERIENCE – MAINTENANCE

EXPERIENCE OF THE MAINTENANCE FIRM IN THE CONSTRUCTION OF REFERENCE PROJECTS

COMPANY NAME (1)	PROJECT NAME AND LOCATION (2) & (3)	PROJECT COST (4)(5)	START/END DATES	LENGTH OF ROAD AND NUMBER OF LANE MILES UNDER MAINTENANCE OBLIGATION	LEVEL OF COMPANY'S PARTICIPATION (6)	ROLE OF COMPANY FOR THE PROJECT (7)

Notes:

(1) A maximum of three projects may be included. In the case of an experience provided by a company related to the Lead Maintenance Firm (as permitted in Part A, Section 5.1), specify its relation to the Lead Maintenance Firm.

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

(3) Only list projects where the Lead Maintenance Firm held a minimum thirty percent (30%) of the ultimate responsibility for the maintenance work. If the Lead Maintenance Firm is a joint venture, only list projects from one or more of the joint venture members that will be responsible for at least thirty percent (30%) of the Lead Maintenance Firm's potential maintenance 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 September 1, 2014, 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 annual participation in terms of money and percentage of the maintenance work for the listed project.

(7) In Volume 2 of the QS provide 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.**

FORM E

REFERENCE SUMMARY

Proposers should consolidate references for all project experience included in the QS and Forms D-1, D-2 and D-3 within the Table below. References who are unable to be contacted may be disregarded by TxDOT at its own discretion.

Responding Team Member	Project	Contact Name	Company / Agency	Current Address	Phone Number	E-mail	Fax
Lead Contractor	1.						
	2.						
	3.						
Lead Engineering Firm	1.						
	2.						
	3.						
Lead Maintenance Firm	1.						
	2.						
	3.						

FORM F
SAFETY QUESTIONNAIRE

Name of Proposer: _____

Name of entity completing this Form F: _____

Role of entity completing this Form F:

☐ Lead Contractor;

☐ Construction Team Member; or

☐ Lead Maintenance Firm.

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 F has no QS page limitation.

Part A

1. Please fill out the Table 1 below by providing the **Number of Fatal Work Injuries** (FWI) and **Fatal Injury Rates** (FIR) for the past three years for all projects in the United States. Also, please provide the **Incidence Rates** (IR) of nonfatal occupational injuries and illnesses for "Highway, Street and Bridge Construction", as defined by the North American Industry Classification System (NAICS 2373), for each of the cases listed below for the past three years for all projects nationwide. Formulas for calculating the FIR and IR are provided below as well as sample calculations. Additionally, please calculate the average for each line item in the table. Round the averages to a single decimal place. If only two years of data is available, average those two years. If only one year of data is available, that year will be the average.

   The **Fatal Injury Rate** (FIR) is calculated as follows:

$$FIR = \left(\frac{number\ of\ fatal\ work\ injuries\ (FWI)}{total\ employee\ hours\ worked\ during\ the\ calendar\ year}\right) x\ 200{,}000{,}000$$

   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.

   Example

   The XYZ Company had 1 fatal injury (FWI) and 25,000,000 hours worked by all employees during 2011. Using the formula for FIR above, the **Fatal Injury Rate** would be calculated as follows:

$$FIR = \left(\frac{1}{25{,}000{,}000}\right) x\ 200{,}000{,}000 = 8.0$$

   The **Incidence Rate of Injury and Illness Cases** (IR) is calculated as follows:

$$IR = \left(\frac{number\ of\ cases}{total\ employee\ hours\ worked\ during\ the\ calendar\ year}\right) x\ 200{,}000$$

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.

Example

The ABC Company has 7 total recordable, non-fatal, injuries and illness cases logged and 400,000 hours worked by all employees during 2012. Using the formula for IR above, the **Incidence Rate** would be calculated as follows:

$$IR = \left(\frac{7}{400{,}000}\right) x\ 200{,}000 = 3.5$$

The same formula can be used to compute the **Incidence Rate** for the most serious injury and illness cases, defined here as cases that result in workers taking time off from their jobs (i.e. days away from work) or being transferred to another job or doing lighter (restricted) duties. ABC Company had 3 such cases. The **Incidence Rate** for these 3 cases is computed as:

$$IR = \left(\frac{3}{400{,}000}\right) x\ 200{,}000 = 1.5$$

Table 1. Work-related Fatalities, Injuries, and Illnesses. Adapted from the United States Department of Labor, Bureau of Labor Statistics.

Data Series	2011	2012	2013	Average (AVG)
Fatalities				
Number of Fatal Work Injuries (FWI)	FWI	FWI	FWI	AVG
Fatal Injury Rate per 100,000 full-time workers				
	Rates per 100,000 full-time employees			
Hours-Based Construction Fatal Injury Rate (FIR)	FIR	FIR	FIR	AVG
Incidence Rate of Injury and Illness Cases (IR) per 100 Full-Time Workers				
	Rates per 100 full-time employees			
Rate of Total Recordable Cases (A + B)	IR	IR	IR	AVG
A. Rate of Cases with Days Away from Work, Job Transfer or Restriction (A = 1 + 2)	IR	IR	IR	AVG
1. Rate of Cases with Days Away from Work	IR	IR	IR	AVG
2. Rate of Cases with Days of Job Transfer or Restriction	IR	IR	IR	AVG
B. Rate of Other Recordable Cases	IR	IR	IR	AVG

Additional information to aid in calculating the rates above is available from the internet links below.

- How to compute a firm's incidence rate, Bureau of Labor Statistics (BLS) - www.bls.gov/iif/osheval.htm
- OSHA Forms for Recording Work-Related Injuries and Illnesses - www.osha.gov/recordkeeping/RKform300pkg-fillable-enabled.pdf
- Industry Injury and Illness Data - www.bls.gov/iif/oshsum.htm
- Hours-based fatal injury rates – www.bls.gov/iif/oshcfoi1.htm#rates
- Occupational Safety & Health Statistics, BLS Handbook Chapter 9 - www.bls.gov/opub/hom/pdf/homch9.pdf

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, and calculate the average. Round the averages to two decimal places. 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. If only two years of data is available, average those two years. If only one year of data is available, that year will be the average.

Table 2. National Council on Compensation Insurance Experience Modifiers.

Item	2011	2012	2013	Average
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?

Table 3. Accident report and report summaries distribution.

Position	Monthly	Quarterly	Annually	Other (specify)

2. Do you hold site safety meetings? 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 safety training program for newly hired or promoted foremen?

   Yes _____ No _____

   If yes, does it include instruction of the following?

Table 4. Safety categories addressed for newly hired or promoted foreman.

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. _____

   _____

FORM G
KEY PERSONNEL RESUME AND REFERENCES

Name:

Firm:

Telephone:

Email Address:

Licenses/Certifications: *(Select all that apply. Provide the license/certification number and expiration date.)*

☐ Professional Engineer (Date Since: _____)
State:_____ LIC. No._____
☐ Texas P.E. License Application Attached, if applicable

☐ DBIA –Design-Build Institute of America
LIC. No._____ Exp. _____

☐ PMP- Project Management Professional
LIC. No._____ Exp. _____

☐ ASQ – American Society of Quality
☐CQI ☐CQE ☐CQM
LIC. No._____ Exp. _____

☐ OSHA -- Construction Safety & Health (30 hours)
LIC. No._____ Exp. _____

☐ CPR and First Aid
LIC. No._____ Exp. _____

☐ CHST – Construction Health & Safety Technician by the Board of Certified Safety Professionals
LIC. No._____ Exp. _____

☐ CSHO -- Certified safety and health official
LIC. No._____ Exp. _____

☐ TxDOT Precertification Categories.

_____

☐ FHWA National Highway Institute Courses on Design and Traffic Operations

☐ Other(s): _____

Position: *(Select one.*)*

☐ Project Manager

☐ Safety Manager

☐ Lead Quality Manager

☐ Environmental Compliance Manager

☐ ROW Acquisition Manager

☐ Utility Manager

☐ Design Manager

☐ Lead Roadway Design Engineer

☐ Lead Drainage Engineer

☐ Construction Manager

☐ Maintenance Manager

Years of Experience: *(Relative to selected position for transportation projects.)* _____

1 2 3 4 5 6 7 8 9 10
11 12 13 14 15 16 17 18 19 20+

Degree:
☐ Associate
☐ Undergraduate
☐ Graduate
☐ Doctoral

Field / Program:
☐ Engineering
☐ Construction Management
☐ Architecture
☐ Other: _____

College/University *(Name and Location):*

Additional Information (optional):
_____
_____
_____

Project Description/ Role	Project Value	Project Type	Project Owner/Manager
Project Name: **Project Location:** **Start Date:** **End Date:** **Project Description:**	☐ Below $100M ☐ $100M-$500M ☐ Above $500M **Services Value*** _____	☐Availability Payment ☐Design-Build ☐Design-Build w/ ATC ☐Design-Build-Maintain ☐Design-Bid-Build ☐Concession ☐CM at Risk ☐Other:	**Name:** **Title:** **Agency:** **Telephone:** **Email:**
Describe role and services provided relevant to this Project:			
Project Name: **Project Location:** **Start Date:** **End Date:** **Project Description:**	☐ Below $100M ☐ $100M-$500M ☐ Above $500M **Services Value*** _____	☐Availability Payment ☐Design-Build ☐Design-Build w/ ATC ☐Design-Build-Maintain ☐Design-Bid-Build ☐Concession ☐CM at Risk ☐Other:	**Name:** **Title:** **Agency:** **Telephone:** **Email:**
Describe role and services provided relevant to this Project:			
Project Name: **Project Location:** **Start Date:** **End Date:** **Project Description:**	☐ Below $100M ☐ $100M-$500M ☐ Above $500M **Services Value*** _____	☐Availability Payment ☐Design-Build ☐Design-Build w/ ATC ☐Design-Build-Maintain ☐Design-Bid-Build ☐Concession ☐CM at Risk ☐Other:	**Name:** **Title:** **Agency:** **Telephone:** **Email:**
Describe role and services provided relevant to this Project:			

* Provide the value of the work performed under your supervision (i.e. design, construction, ROW acquisition, etc.)