



**TEXAS DEPARTMENT OF TRANSPORTATION**  
**[PROJECT NAME]**  
**INSTRUCTIONS TO PROPOSERS**  
**PROPOSAL LETTER – Form A**

PROPOSER: \_\_\_\_\_

Proposal Due Date: [Date]

Texas Department of Transportation  
7600 Chevy Chase Drive, Bldg. 2, 4<sup>th</sup> Floor  
Austin, Texas 78752  
Attn: [Name]

The undersigned (“Proposer”) submits the enclosed Technical, Financial and Price Proposal (collectively, this “Proposal”) in response to that certain Request for Proposals (the “RFP”) issued by the Texas Department of Transportation (“TxDOT”), an agency of the State of Texas, dated [Date] for the design, construction, and provision of capital maintenance for [Project Description] (the “Project”). TxDOT currently anticipates that the contract for the Project will include a Design-Build Contract (“DBC”) for right of way (“ROW”) acquisition and the design, permitting and construction for the Project[, and a Capital Maintenance Contract (“CMC”) for the maintenance of the completed construction Work], as more specifically described herein and in the documents provided with the RFP (the “RFP Documents”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

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

a) to keep this Proposal open for acceptance initially for 180 days after the Proposal Due Date, and if the undersigned is notified within such 180-day period that it is the next best value Proposer, for an additional 90 days, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of TxDOT, in TxDOT’s sole discretion; and

b) if this Proposal is accepted, to provide security (including bonds, insurance and guaranties) for the due performance of the DBC [and the CMC], as stipulated in the DBC Documents[, the CMC Documents] and the RFP.

If selected by TxDOT as the best value Proposer, Proposer agrees [to do the following or to cause DB Contractor] to do the following: (a) if requested by TxDOT in its sole discretion, enter into good faith negotiations with TxDOT regarding the terms of the DBC Documents and [the CMC Documents], in accordance with the requirements of the RFP; (b) enter into the DBC Documents [and the CMC Documents] without varying or amending their terms (except if requested to by TxDOT in its sole discretion) and satisfy all other conditions to award of the DBC Documents [and the CMC Documents]; and (c) perform its obligations as set forth in the ITP, [and] the DBC Documents [and the CMC Documents], including compliance with all commitments contained in this Proposal.

The following individual is designated as the Proposer's Official Representative in accordance with Section 2.2.2 of the ITP:

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The following individual(s) is/are authorized to enter into negotiations with TxDOT on behalf of the Proposer in connection with this RFP, the Project, the DBC [and the CMC]:

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

- Executive Summary;
- Technical Proposal, including Proposer Information, Certifications and Documents, Technical Solutions, Appendices, and Proposal Bond;
- Updated Financial Information; and
- Price Proposal.

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

*[List all Addenda by number and date issued. For example,  
"Addendum 1 issued December 1, 2018."  
[list other addenda] \_\_\_\_\_*

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

Proposer certifies that this Proposal is submitted without reservation, qualification, assumptions or conditions. Proposer certifies that it has carefully examined and is fully familiar with the site and all of the provisions of all of the RFP Documents, has reviewed all materials posted on the RFP Website and the Project Website, the Addenda and TxDOT's responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the DB Contractor and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted such other field investigations and additional design development that are prudent and reasonable in preparing this Proposal; and that it has notified TxDOT of any deficiencies in or omissions from any RFP Documents or other documents provided by TxDOT and of any unusual site conditions observed prior to the date hereof. Proposer proposes to design, [and] construct[, and maintain]

this Project in accordance with the DBC Documents [and CMC Documents] and certifies to furnish and deliver all the materials and to do all work and labor required for the design, [and] construction[, and maintenance] and other identified activities for the Project, at the prices stated in the pricing forms (Forms P [and Q]). Proposer will comply with the processes and procedures set forth in the DBC Documents for ROW acquisition, and shall comply with the TxDOT *ROW Acquisition Manual*, TxDOT *ROW Appraisal and Review Manual* and other manuals related to ROW acquisition referenced in the DBC Documents.

Proposer represents that all statements made in the Qualifications Statement (“QS”) previously delivered to TxDOT (as amended and resubmitted) are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such QS, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

Proposer commits that the Key Personnel designated in the Proposal for the positions described in the Proposal will be available to serve in the role so identified in connection with the Project. Proposer has only identified and proposed personnel it believes, in good faith, will be available for, and intends to assign to, work on the Project for the positions identified.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Proposal and Proposer agrees that the Payment for Work Product Agreement[, CMC] and DBC can be terminated if the DB Contractor knowingly or intentionally fails to comply with a requirement of that subchapter in connection with the applicable agreement.

Proposer understands that TxDOT is not bound to accept the Proposal whose corresponding Price Proposal offers the lowest price to TxDOT or any Proposal TxDOT may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except any payment for work product that may be paid in accordance with the RFP.

Proposer acknowledges and agrees to the disclosure terms described in ITP Section 2.6.

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

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

Proposer's business address:

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

\_\_\_\_\_  
(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: \_\_\_\_\_

*[insert appropriate signature block]*

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

*[Insert the proposer's name]*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. Sample signature block for partnership or joint venture:

*[Insert the proposer's name]*

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

3. Sample signature block for attorney in fact:

*[Insert the proposer's name]*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

A. Describe in detail the legal structure of the Proposer and Equity Members.

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

Attach evidence to the Proposal and to each letter that the person signing has authority to do so.

- B. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such

authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If the Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable. If the Proposer is an entity that is not yet formed, such evidence shall be in the form of a resolution of each Equity Member, certified by an appropriate officer of such member.

- C. The Proposer's partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to TxDOT, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners or members, as applicable, no joint venture member, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers should submit the applicable agreement to TxDOT and identify on a cover page where in the agreement the provision can be found. If the Proposer is an entity that is not yet formed, provide draft organizational documents and indicate where the provision is found.

**IDENTIFICATION OF PROPOSER AND TEAM MEMBERS – Form B-1**

NAME OF ENTITY AND CONTACT INFORMATION <sup>1</sup> (representative, address, phone, fax, email)	ROLE IN ORGANIZATION	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED BY ENTITY
<b>PROPOSER</b>		
	Proposer	
<b>GUARANTORS</b>		
	Guarantor	
	Guarantor	
	Guarantor	
<b>EQUITY MEMBERS</b>		<b>Percent ownership</b>

<sup>1</sup> If an entity fits within more than one category of team members (e.g., it is both a Major Participant and a Major Professional Services Firm), it should be listed under each category for each respective role.

NAME OF ENTITY AND CONTACT INFORMATION <sup>1</sup> (representative, address, phone, fax, email)	ROLE IN ORGANIZATION	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED BY ENTITY
<b>MAJOR PARTICIPANTS<sup>2</sup></b>		
<b>MAJOR PROFESSIONAL SERVICES FIRMS<sup>3</sup></b>		

<sup>2</sup> "Major Participant" means each Equity Member and each member of the Proposer's organization: (a) with primary responsibility for design; (b) with primary responsibility for construction; or (c) with a proposed subcontract with a value greater than or equal to 5% of the contract price or \$20 million, whichever is greater. The role of each Major Participant should be identified as either having primary responsibility for design, primary responsibility for construction, or having a proposed subcontract with a value greater than or equal to 5% of the contract price or \$20 million, whichever is greater.

<sup>3</sup> "Major Professional Services Firm" means a firm that will provide engineering, architectural, surveying, planning, quality assurance or other professional services for development of the Project valued at \$[2 million] or more.



NAME OF ENTITY AND CONTACT INFORMATION <sup>1</sup> (representative, address, phone, fax, email)	ROLE IN ORGANIZATION	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED BY ENTITY

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants or Major Professional Services Firms resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above. The Proposer agrees that it will follow applicable Design-Build Contract (“DBC”) [and Capital Maintenance Contract (“CMC”)] requirements with respect to Subcontractors. Proposer further declares that it has carefully examined the Request for Proposals Documents, including TxDOT’s Disadvantaged Business Enterprise (“DBE”) participation goal for the Project (set forth in ITP, Section 1.8.2), and acknowledges that Proposer’s efforts to obtain participation by Subcontractors could reasonably be expected to accomplish TxDOT’s DBE participation goal for the Project with respect to the professional services and Construction Work performed under the DBC[, as well as the Maintenance Services performed under the CMC].

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

Executed: \_\_\_\_\_, 20[##].

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name printed)

\_\_\_\_\_ (Title)

\_\_\_\_\_  
(Proposer)

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

Each of the undersigned, being first duly sworn, deposes and says that \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and is the \_\_\_\_\_ of \_\_\_\_\_, which entity(ies) are the \_\_\_\_\_ of \_\_\_\_\_, the Proposer identified in the foregoing questionnaire, and that the answers to the foregoing questions and all other statements therein are true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_ day of \_\_, 20[##].

\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
said County and State

[Seal]

My commission expires: \_\_\_\_\_.

**INFORMATION ABOUT PROPOSER'S ORGANIZATION – Form B-2**

1.0 Name of Proposer: \_\_\_\_\_

2.0 Type of entity: \_\_\_\_\_

3.0 Proposer's address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone

Facsimile

4.0 How many years has the Proposer and each Equity Member been in its current line of business, and how many years has each entity been in business under its present name?

Name	No. of years in business	No. of years under present name

5.0 Under what other or former names have the Proposer and Equity Members operated?

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

6.0 The Proposer shall review its Qualifications Statement (“QS”) previously submitted to TxDOT and list below any Key Personnel and other key staff members and their relevant experience that have been approved by TxDOT since the submission of the QS. Except as updated by the following information, the Proposer’s QS is hereby incorporated as if set forth in full and the Proposer represents and warrants to TxDOT that the information set forth in the QS, except as set forth herein, is true, complete and accurate in all respects and does not contain any misleading or incorrect information. Attach separate sheets if necessary.

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7.0 List all Texas licenses held by the Proposer and any Equity Members. Attach copies of all Texas licenses. Attach a separate sheet if necessary.

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8.0 The Proposal shall include the following information regarding the Surety(ies) committing to provide the bonds in accordance with Section 3.4 of the DBA General Conditions [and Section 3.2.3 of the CMA General Conditions]:

(a) Name(s), address(es) and phone numbers of the Surety(ies) that will provide the above-referenced bonds (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company), and the name(s), address(es) and phone number(s) of the designated agent(s).

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

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STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

Each of the undersigned, being first duly sworn, deposes and says that \_\_\_\_\_ is the Official Representative of \_\_\_\_\_ [Proposer name], the entity making the foregoing Proposal; and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ [Equity Member name] and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ [Equity Member name], which entity(ies) are the Equity Members of \_\_\_\_\_ [Proposer name]; and that the answers to the foregoing questions and all other statements therein are true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_ day of \_\_, 20[##].

\_\_\_\_\_  
Notary Public in and for  
said County and State

[Seal]

My commission expires: \_\_\_\_\_

**FORM C**  
**RESPONSIBLE PROPOSER QUESTIONNAIRE**

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

**Name of Firm:** \_\_\_\_\_

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

Proposer;  Equity Member;  Major Participant; or  Guarantor

The entity completing this form (the "Responding Party") shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Responding Party shall attach additional documentation as necessary to fully explain such circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and lead to rejection. With respect to the firm, the term "Affiliates" means companies that have performed work in connection with a transportation project (including highway, rail, transit, airport, port and multi modal facilities), as applicable, that are (i) parent companies of the firm, (ii) subsidiary companies of the firm, or (iii) joint ventures or partnerships in which the firm has more than a 15% financial interest. The term "U.S. Affiliates" means Affiliates that are formed or have operations in the United States.

Within the past ten years, has the Responding Party, any Affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate:

1. Been charged with, sued for or convicted of (in a civil or criminal action) fraud, bribery, collusion, conspiracy or any act in violation of local, state or federal law or foreign law or antitrust law, in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity, or any other felony?

Yes  No

If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Sought protection under any provision of any bankruptcy act in the United States?

Yes  No

If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Been disqualified, removed, debarred or suspended from performing work or otherwise prevented from bidding or proposing on or completing work for the United States government, or any state or local government in the United States?

Yes  No

If yes, please explain:

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Within the past five years, has the Responding Party, any Affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate:

4. Failed to comply with safety rules, regulations or requirements in effect within the United States multiple times or in repeated fashion in the performance of any construction project performed or managed by the firm, or, to the knowledge of the undersigned, any affiliate involved?

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.

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5. Been found, adjudicated or determined by any United States federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Texas governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Texas law?

Yes  No

If yes, please explain:

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6. 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:

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7. Been assessed liquidated or other damages in excess of \$10,000 for one instance or in the aggregate for failure to complete any contract on time in connection with a transportation project in the United States?

Yes  No

If yes, please explain:

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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 Responding Entity that alleges any of the charges described therein?

Yes  No

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

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9. Provide a list and a brief description of all instances during the last ten years involving transportation projects in which the Responding Party or any U.S. Affiliate was (i) determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and email address. If there are no such instances, state "None".

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10. 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 ten years between a public owner and Responding Party or any U.S. Affiliate and involving an amount in excess of \$300,000 related to performance in capital transportation projects with a contract value in excess of \$10 million. If there are no such proceedings, state "None".

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11. Provide a list and a brief description of all instances where TxDOT has determined the Responding Party has knowingly or intentionally failed to comply with Subchapter J, Chapter 552, Government Code in a previous bid, proposal or contract and any steps the Responding Party has taken to ensure future compliance with Subchapter J, Chapter 552, Government Code. If there are no such instances, state "None".

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Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the entity's designated representative:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_

Notary Public in and for

said County and State

[Seal]

My commission expires:

## PERSONNEL WORK ASSIGNMENT FORM – Form D

Name of Proposer: \_\_\_\_\_  
 \_\_\_\_\_

<b>Key Personnel Assignment<sup>1</sup></b>	<b>Name of Individual Assigned</b>
Project Manager	_____
Construction Manager	_____
Design Manager	_____
Lead Maintenance of Traffic (MOT) Design Engineer	_____
Independent Quality Firm Manager <sup>2</sup>	_____
Professional Services Quality Assurance Manager <sup>3</sup>	_____
[Maintenance Manager]**	_____
[Right of Way Acquisition Manager]**	_____
[Utility Manager]**	_____
[Lead Roadway Design Engineer]**	_____
[Lead Structural Engineer]**	_____
[Lead Maintenance of Traffic (MOT) Implementation Manager]**	_____
[Environmental Compliance Manager]** <sup>4</sup>	_____
[Safety Manager]	_____

[\*\*The Key Personnel listed in brackets are optional Key Personnel that may have been included in the RFQ at project team's discretion. List to be updated once Key Personnel for the Project are identified.]

**Notes:**

1. Except as otherwise set forth in this Form D, Key Personnel must be employed by either: (a) an Equity Member, Lead Engineering Firm, Lead Contractor, Lead Independent Quality Firm or Lead Maintenance Firm; (b) a controlled subsidiary of such Equity Member, Lead Engineering Firm, Lead Contractor, Lead Independent Quality Firm or Lead Maintenance Firm; (c) if the Lead Engineering Firm, Lead Contractor, Lead Independent Quality Firm 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, if such parent company serves as a Guarantor.
2. Must be employed by the Independent Quality Firm.
3. Must be employed by an independent Professional Services Quality Assurance Firm.
4. In addition to the other entities identified in note 1, the Environmental Compliance Manager may be employed by a first-tier subcontractor to either the DB Contractor or the Lead Contractor.

## BUY AMERICA CERTIFICATION – Form E

### (To be signed by authorized signatory(ies) of the DB Contractor)

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

- A. Proposer shall comply with the Federal Highway Administration (“FHWA”) Buy America Requirements of 23 C.F.R. § 635.410, which permits FHWA participation in the contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the Design-Build Price.
- B. For Utility Adjustments, De Minimus non-domestic iron and steel materials may be used provided the cost of such materials does not exceed one-tenth of one percent (0.1 %) of the individual Utility Agreement amount or \$2,500.00, whichever is greater, per 23 CFR § 635.410 (b)(4). The De Minimus equation is calculated by the following formula: combined cost of only those materials that are subject to Buy America and are non-compliant (limited to the individual Utility Agreement) divided by the total Utility Adjustment cost (cited in the individual Utility Agreement).
- C. A false certification is a criminal act in violation of 18 U.S.C. § 1001. Should the contract be investigated, Proposer has the burden of proof to establish that it is in compliance.
- D. At Proposer’s request, TxDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by TxDOT.

<b>PROPOSER</b>	
<b>SIGNATURE</b>	
<b>NAME (printed or typed)</b>	
<b>TITLE</b>	
<b>DATE</b>	



Subscribed and sworn to before me this \_ day of \_\_, 20[##].

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Notary Public in and for  
said County and State

[Seal]

My commission expires: \_\_\_\_\_.

*[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the entity(ies) making the Proposal.]*

## KEY PERSONNEL RESUME AND REFERENCES – Form G

<b>Name:</b> _____ <b>Firm:</b> _____		<b>Position:</b> <i>(Select one.)</i> <sup>5</sup> <input type="checkbox"/> Project Manager <input type="checkbox"/> Construction Manager <input type="checkbox"/> Design Manager <input type="checkbox"/> Lead Maintenance of Traffic (MOT) Design Engineer <input type="checkbox"/> Independent Quality Firm Manager <input type="checkbox"/> Professional Services Quality Assurance Manager <input type="checkbox"/> Maintenance Manager <input type="checkbox"/> Right of Way Acquisition Manager <input type="checkbox"/> Utility Manager <input type="checkbox"/> Lead Roadway Design Engineer <input type="checkbox"/> Lead Structural Engineer <input type="checkbox"/> Lead MOT Implementation Manager <input type="checkbox"/> Safety Manager
<b>Degree:</b> <input type="checkbox"/> Associate <input type="checkbox"/> Undergraduate <input type="checkbox"/> Graduate <input type="checkbox"/> Doctoral	<b>Field/Program:</b> <input type="checkbox"/> Engineering <input type="checkbox"/> Construction Management <input type="checkbox"/> Architecture <input type="checkbox"/> Other: _____	(Continuation of Position list from above)
<b>College/University</b> <i>(Name and Location):</i> _____		<b>Years of Experience:</b> _____ <i>(Relative to selected position)</i>
<b>Licenses/Certifications:</b> <i>(Select all that apply. Provide the license/certification number and expiration date. Attach applications for Texas P.E. License, if applicable.)</i>		
<input type="checkbox"/> Professional Engineer (Date Since: _____) State: _____ LIC. No. _____ <input type="checkbox"/> Texas P.E. License Application attached, if applicable <input type="checkbox"/> ASQ – American Society of Quality <input type="checkbox"/> CQI <input type="checkbox"/> CQE <input type="checkbox"/> CQM LIC. No. _____ Exp. _____ <input type="checkbox"/> OSHA – Construction Safety & Health (30 hours) LIC. No. _____ Exp. _____	<input type="checkbox"/> CPR and First Aid LIC. No. _____ Exp. _____ <input type="checkbox"/> CHST – Construction Health & Safety Technician by the Board of Certified Safety Professionals LIC. No. _____ Exp. _____ <input type="checkbox"/> CSHO – Certified Safety and Health Official LIC. No. _____ Exp. _____ <input type="checkbox"/> Other(s): _____	
<b>Additional Relevant Information:</b> _____ _____ _____ _____ _____ _____ _____ _____ _____		

Project Description/Role	Project Value	Project Type	Project Owner/Manager
<b>Project Name:</b> _____ <b>Project Location:</b> _____ <b>Project Start Date:</b> _____ <b>Project End Date:</b> _____ <b>Project Description:</b> _____ _____ _____	<input type="checkbox"/> Below \$100M <input type="checkbox"/> \$100M - \$500M <input type="checkbox"/> Above \$500M	<input type="checkbox"/> Availability Payment <input type="checkbox"/> Design-Build <input type="checkbox"/> Design-Build-Maintain <input type="checkbox"/> Design-Bid-Build <input type="checkbox"/> Concession <input type="checkbox"/> Other:	<b>Name:</b> _____ <b>Title:</b> _____ <b>Agency:</b> _____ <b>Telephone:</b> _____ <b>Email:</b> _____
<b>Describe role and services provided relevant to this Project, including the start and end dates that you served in each role:</b> _____ _____ _____			
<b>Project Name:</b> _____ <b>Project Location:</b> _____ <b>Project Start Date:</b> _____ <b>Project End Date:</b> _____ <b>Project Description:</b> _____ _____ _____	<input type="checkbox"/> Below \$100M <input type="checkbox"/> \$100M - \$500M <input type="checkbox"/> Above \$500M	<input type="checkbox"/> Availability Payment <input type="checkbox"/> Design-Build <input type="checkbox"/> Design-Build-Maintain <input type="checkbox"/> Design-Bid-Build <input type="checkbox"/> Concession <input type="checkbox"/> Other:	<b>Name:</b> _____ <b>Title:</b> _____ <b>Agency:</b> _____ <b>Telephone:</b> _____ <b>Email:</b> _____
<b>Describe role and services provided relevant to this Project, including the start and end dates that you served in each role:</b> _____ _____ _____			
<b>Project Name:</b> _____ <b>Project Location:</b> _____ <b>Project Start Date:</b> _____ <b>Project End Date:</b> _____ <b>Project Description:</b> _____ _____ _____	<input type="checkbox"/> Below \$100M <input type="checkbox"/> \$100M - \$500M <input type="checkbox"/> Above \$500M	<input type="checkbox"/> Availability Payment <input type="checkbox"/> Design-Build <input type="checkbox"/> Design-Build-Maintain <input type="checkbox"/> Design-Bid-Build <input type="checkbox"/> Concession <input type="checkbox"/> Other:	<b>Name:</b> _____ <b>Title:</b> _____ <b>Agency:</b> _____ <b>Telephone:</b> _____ <b>Email:</b> _____

**Describe role and services provided relevant to this Project, including the start and end dates that you served in each role:**


## DBE CERTIFICATION – Form H

Control \_\_\_\_\_

Project \_\_\_\_\_

Highway \_\_\_\_\_

County \_\_\_\_\_

### DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goals for participation by Disadvantaged Business Enterprises (“DBEs”) are established for professional services and Construction Work under the Design-Build Contract (“DBC”):

#### DBE

**[●]% of Price allocable to Professional Services less the cost of Professional Services performed by Utility Owners**

and

**[●]% of the Price allocable to Construction Work less the cost of Construction Work performed by Utility Owners**

#### DBE Certification

By signing the Proposal, the Proposer certifies that (1) the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the DB Contractor will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if conditionally awarded the DBC, the DB Contractor will submit a DBE Performance Plan meeting the requirements set forth in the DBE Special Provisions attached as Attachment 3-2 to the DB General Conditions.

Failure to submit the DBE Performance Plan will be considered a breach of the requirements of the Request for Proposals. As a result, the Proposal Bond provided by the Proposer will become property of the Texas Department of Transportation and the Proposer and Equity Members will be precluded from participating in any reprourement of the DBC for the Project.

\_\_\_\_\_  
[name]

\_\_\_\_\_  
[title]

**CHILD SUPPORT STATEMENT FOR  
STATE GRANTS, LOANS AND CONTRACTS – Form I**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

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

List below the name and social security number of the individual or, if a business entity, the sole proprietor, or each individual who is a partner, shareholder or owner with an ownership interest of at least 25% of the business entity identified below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601-617 and 651-669).

Date: \_\_\_\_\_, 20[##]

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the Proposer and each Equity Member.]*

## CONFLICT OF INTEREST DISCLOSURE STATEMENT – Form J

Proposer’s attention is directed to 23 C.F.R. Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines “organizational conflict of interest” as follows:

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

Proposers are advised that in accordance with TxDOT’s conflicts of interest Rules (43 Texas Administrative Code § 9.155), certain firms will not be allowed to participate on any Proposer’s team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

### **1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 9.155**

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer’s team (including the Proposer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this Request for Proposals (“RFP”).

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer’s team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

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**3. Certification**

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_, 20[##]  
Date

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – Form K

To be executed by the Proposer, Major Participants and proposed known Subcontractors.

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

(check one of the following boxes)

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

(check one of the following boxes)

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If not Proposer, relationship to  
Proposer: \_\_\_\_\_

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

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

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING – Form L**

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

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

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

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

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

Date: \_\_\_\_\_, 20[##]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**CERTIFICATION REGARDING INELIGIBLE CONTRACTORS – Form M**

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

**FINANCED IN PART BY THE U.S. GOVERNMENT**

I, \_\_\_\_\_ hereby certify that  
(Name and title of Certifying Officer)

\_\_\_\_\_  
(Name of DB Contractor)

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

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

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

Name of DB Contractor \_\_\_\_\_

Street Address of DB Contractor \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number of DB Contractor \_\_\_\_\_

Signature of Certifying Officer \_\_\_\_\_

Date

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

**PROPOSAL BOND – Form N**

(Separate Document)

**PROPOSAL BOND – Form N**

Bond No. \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS**, that the \_\_\_\_\_ *[NOTE: insert name of Proposer as the Principal and delete this bracketed text]*, as Principal and \_\_\_\_\_, as Surety or as Co-Sureties, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the Texas Department of Transportation (“TxDOT”), in the sum of \$[#####] (the “Bonded Sum”).

**WHEREAS**, the Principal is herewith submitting its Proposal to design, [and] construct [and potentially maintain] a portion of the [\_\_\_\_\_] project in [\_\_\_\_\_] County through a Design-Build Contract (“DBC”) [and a Capital Maintenance Contract (“CMC”)], which Proposal is incorporated herein by this reference and has been submitted pursuant to TxDOT’s Request for Proposals dated as of [Date] (as amended or supplemented, the “RFP”) in accordance with the Instructions to Proposers, as amended (“ITP”) included in the RFP;

**NOW, THEREFORE,**

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

- (a) Principal’s receipt of written notice from TxDOT that either (i) no DBC [or CMC] for the Project will be awarded by TxDOT pursuant to the RFP, or (ii) TxDOT has awarded a DBC [and CMC] for the Project, has received the executed DBC[, CMC] and other required documents, and does not intend to award the contract to the Principal; or
- (b) If TxDOT has not previously delivered notice of forfeiture hereunder, failure of TxDOT to conditionally award the DBC [and the CMC] to Principal within 180 days (or 270 days if TxDOT has extended the 180 day period to 270 days pursuant to the terms of the ITP) after the Proposal Due Date.

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

- (a) Principal withdraws, repudiates or otherwise indicates in writing that it will not meet all or any part of its commitments made in its Proposal prior to the time allowed for execution of the DBC [and CMC] under the ITP, as such time may be extended pursuant to ITP Section 4.6.2, without TxDOT’s consent;

- (b) Principal is selected for negotiations and fails to engage in good faith negotiations with TxDOT as set forth in ITP Section 5.11;
- (c) Principal is the apparent best value Proposer and fails to provide the documents required under ITP Sections 6.1 and 6.1.1; or
- (d) Principal is the apparent best value Proposer and fails to deliver the NTP1 Performance Bond and the NTP1 Payment Bond in accordance with Section 3.4 of the DBA General Conditions.

Principal agrees and acknowledges that such liquidated damages are reasonable in order to compensate TxDOT for damages it will incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of TxDOT's transportation improvement program, with policy makers and with the general public, delays to the Project and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead and other administrative costs). Principal further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages that TxDOT would incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal, and do not constitute a penalty. Principal agrees to such liquidated damages in order to fix and limit Principal's costs and to avoid later Disputes over what amounts of damages are properly chargeable to Principal.

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

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SIGNED and SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20[##]

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Co-Surety

By: \_\_\_\_\_  
Attorney in Fact

By: \_\_\_\_\_

\_\_\_\_\_  
Co-Surety

By: \_\_\_\_\_  
Attorney in Fact

By: \_\_\_\_\_

\_\_\_\_\_  
Co-Surety

By: \_\_\_\_\_  
Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]  
CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

**GUARANTOR COMMITMENT LETTER – Form O**

[DATE]

[Name]

Texas Department of Transportation  
7600 Chevy Chase Drive, Bldg. 2, 4<sup>th</sup> Floor  
Austin, Texas 78752

RE: Guarantor Commitment to Provide Parent Guaranty for the [\_\_\_\_\_] Project

Dear [Name]:

\_\_\_\_\_ [Insert name of entity providing the guaranty], hereinafter “Guarantor,” is \_\_\_\_\_ [describe relationship to Proposer]. This commitment letter is provided on behalf of \_\_\_\_\_ [insert name of Proposer] in connection with its proposal for the Design-Build Contract (“DBC”) [and Capital Maintenance Contract (“CMC”)] for the [\_\_\_\_\_] (“Project”). Guarantor hereby irrevocably agrees to provide a guaranty, guaranteeing all the obligations of [insert name of Proposer] with respect to the DBC [and CMC] in the form of Exhibit 13 to the DBA [and Exhibit 6 to the CMA]. This commitment is subject only to award of the DBC [and CMC] to \_\_\_\_\_ [insert name of Proposer], execution of the DBC [and CMC] by TxDOT and \_\_\_\_\_ [insert name of Proposer] and the issuance of NTP1.

Sincerely,

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

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

## DB PRICE – Form P-1

	Amount
<b>[Base Scope] DB Price<sup>6</sup></b>	
<b>[Option 1 DB Price]</b>	
<b>[Option 2 DB Price]</b>	
<b>Total</b>	

Proposer is requesting the above total amount from TxDOT for the design and construction phase of the Project under the Design-Build Contract

An itemized breakdown of the “Amount” in column 2 is shown on Form P-2.

Timing of payments for [Base Scope, Option 1 DB Work and Option 2 DB Work] is shown on Form P-4, [Form P-5 and Form P-6, respectively].

Note: Proposer shall include amounts in nominal dollars.

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<sup>6</sup> This amount shall equal the sum of the amount set forth in line [39] on Form P-2. In the event of a conflict between the amount on this Form P-1 and the prices set forth in the tables in Form P-2, the prices in the tables in Form P-2 shall govern and the amount to be entered in this Form P-1 will be recalculated by TxDOT.

## DB PRICE BREAKDOWN – Form P-2

ITEM / LINE NO.	DESCRIPTION	
<b>Professional Services</b>		<b>Total</b>
1	Professional Services Management	
2	Design Services	
3	Environmental Management & Permitting Activities	
4	Right-of-Way Acquisition Services & ROW Survey/Mapping	
5	Professional Services Quality Assurance	
6	Independent Quality (Construction)	
7	Public Information and Coordination & Community Outreach	
8	[Other project-specific items]	
9	Miscellaneous Professional Services not covered by Lines 1- 8	
10	<b>Subtotal Professional Services (Sum Lines 1 through [9])</b>	<b>Subtotal \$0.00</b>

<b>Construction</b>		<b>Total</b>
11	Construction Management	
12	Mobilization	
13	Prep ROW	
14	[Removals]	
15	Traffic Control	
16	Earthwork	
17	Subbase and Base Course	
18	Pavement	
19	Drainage	
20	Structures- Retaining Walls	
21	Structures- Bridges	
22	All Other Structures	
23	Signing	
24	Pavement Markings	
25	Traffic Signals	
26	Lighting	
27	ITS	
28	Aesthetics & Landscaping	
29	[Aesthetics & Landscaping Allowance]	
30	Environmental Mitigation	
31	Utility Adjustments	
32	[Utility Adjustments (project-specific)]	
33	DB Contractor Designated ROW	
34	[Other Project-Specific Items]	
35	[Lane Rental Charges [in excess of the Lane Rental Bank Amount]]	
36	Bond Premiums	
37	Insurance Premiums	

38	Subtotal Construction (Sum Lines 11 through 37)		\$0.00
39	Total DB Price (Line 10 + Line 38)	TOTAL	\$0.00

**Note: Proposer shall provide amounts in nominal dollars.**



**DB CONTRACTOR DRAWS/CASH FLOW TABLES**  
**([BASE SCOPE] DB PRICE) - Form P-4<sup>7</sup>**  
**(all figures are in U.S. dollars, nominal)**

Months after NTP 1	(A) Anticipated Draw	(B) Cumulative Draw	(C) Discount Factor at 4% per annum	PV of Anticipated Draw (A X C)	Anticipated Draw as a % of Total (A / Total A)	Cumulative Draw as a % of Total (B / Total A)	Not-to-Exceed Payment Curve
1		\$0	0.0000	\$0			
2		\$0	0.0000	\$0			
3		\$0	0.0000	\$0			
4		\$0	0.0000	\$0			
5		\$0	0.0000	\$0			
6		\$0	0.0000	\$0			
7		\$0	0.0000	\$0			
8		\$0	0.0000	\$0			
9		\$0	0.0000	\$0			
10		\$0	0.0000	\$0			
11		\$0	0.0000	\$0			
12		\$0	0.0000	\$0			
13		\$0	0.0000	\$0			
14		\$0	0.0000	\$0			
15		\$0	0.0000	\$0			
16		\$0	0.0000	\$0			
17		\$0	0.0000	\$0			
18		\$0	0.0000	\$0			
19		\$0	0.0000	\$0			
20		\$0	0.0000	\$0			
21		\$0	0.0000	\$0			
22		\$0	0.0000	\$0			
23		\$0	0.0000	\$0			
24		\$0	0.0000	\$0			
25		\$0	0.0000	\$0			
26		\$0	0.0000	\$0			
27		\$0	0.0000	\$0			
28		\$0	0.0000	\$0			
29		\$0	0.0000	\$0			
30		\$0	0.0000	\$0			
31		\$0	0.0000	\$0			
32		\$0	0.0000	\$0			
33		\$0	0.0000	\$0			

<sup>7</sup> To be revised as appropriate for the project; the number of months included in table is a baseline. Project team to revise to incorporate the number of months needed for the specific project.

34		\$0	0.0000	\$0			
35		\$0	0.0000	\$0			
36		\$0	0.0000	\$0			
37		\$0	0.0000	\$0			
38		\$0	0.0000	\$0			
39		\$0	0.0000	\$0			
40		\$0	0.0000	\$0			
41		\$0	0.0000	\$0			
42		\$0	0.0000	\$0			
43		\$0	0.0000	\$0			
44		\$0	0.0000	\$0			
45		\$0	0.0000	\$0			
46		\$0	0.0000	\$0			
47		\$0	0.0000	\$0			
48		\$0	0.0000	\$0			
TOTAL A (MAXIMUM PAYMENT)		\$0	TOTAL C (PV of DB Price)	\$0			

Nominal DB Payments  
DB Price To Form P-1

**TOTAL AMOUNT OF MOBILIZATION PAYMENTS**  
(From Form P-2, line 12, not to exceed 10% of the DB Price): \$ \_\_\_\_\_

- Notes:
- (1) "Maximum Payment" refers to the total nominal amount within Column (A) Anticipated Draw.
  - (2) The "Cumulative Draw as a % of Total" may not exceed in any month the corresponding percentage in the Not-to-Exceed Payment Curve.

**DB CONTRACTOR DRAWS/CASH FLOW TABLES**  
**([OPTION #] DB PRICE) - Form P-5<sup>8</sup>**  
**(all figures are in U.S. dollars, nominal)**

Months after NTP 1	(A) Anticipated Draw	(B) Cumulative Draw	(C) Discount Factor at 4% per annum	PV of Anticipated Draw (A X C)	Anticipated Draw as a % of Total (A / Total A)	Cumulative Draw as a % of Total (B / Total A)	Not-to-Exceed Payment Curve
1		\$0	0.0000	\$0			
2		\$0	0.0000	\$0			
3		\$0	0.0000	\$0			
4		\$0	0.0000	\$0			
5		\$0	0.0000	\$0			
6		\$0	0.0000	\$0			
7		\$0	0.0000	\$0			
8		\$0	0.0000	\$0			
9		\$0	0.0000	\$0			
10		\$0	0.0000	\$0			
11		\$0	0.0000	\$0			
12		\$0	0.0000	\$0			
13		\$0	0.0000	\$0			
14		\$0	0.0000	\$0			
15		\$0	0.0000	\$0			
16		\$0	0.0000	\$0			
17		\$0	0.0000	\$0			
18		\$0	0.0000	\$0			
19		\$0	0.0000	\$0			
20		\$0	0.0000	\$0			
21		\$0	0.0000	\$0			
22		\$0	0.0000	\$0			
23		\$0	0.0000	\$0			
24		\$0	0.0000	\$0			
25		\$0	0.0000	\$0			
26		\$0	0.0000	\$0			
27		\$0	0.0000	\$0			
28		\$0	0.0000	\$0			
29		\$0	0.0000	\$0			
30		\$0	0.0000	\$0			
31		\$0	0.0000	\$0			
32		\$0	0.0000	\$0			
33		\$0	0.0000	\$0			

<sup>8</sup> To be revised as appropriate for the project; the number of months included in table is a baseline. Project team to revise to incorporate the number of months needed for the specific project.

34		\$0	0.0000	\$0			
35		\$0	0.0000	\$0			
36		\$0	0.0000	\$0			
37		\$0	0.0000	\$0			
38		\$0	0.0000	\$0			
39		\$0	0.0000	\$0			
40		\$0	0.0000	\$0			
41		\$0	0.0000	\$0			
42		\$0	0.0000	\$0			
43		\$0	0.0000	\$0			
44		\$0	0.0000	\$0			
45		\$0	0.0000	\$0			
46		\$0	0.0000	\$0			
47		\$0	0.0000	\$0			
48		\$0	0.0000	\$0			

TOTAL A  
(MAXIMUM  
PAYMENT)

\$0

TOTAL C (PV of  
DB Price)

\$0

Nominal DB Payments  
DB Price To Form P-1

Notes:

- (1) "Maximum Payment" refers to the total nominal amount within Column (A) Anticipated Draw.
- (2) The "Cumulative Draw as a % of Total" may not exceed in any month the corresponding percentage in the Not-to-Exceed Payment Curve.

**MAINTENANCE PRICE [BASE SCOPE<sup>9</sup>] [RESERVED]– Form Q-1**

	Year <sup>(3)</sup>	Annual General Maintenance Maximum Payment	Annual General Maintenance Amount <sup>(4, 5)</sup>	Annual Pavement Renewal Work Amount <sup>(6)</sup>	Maintenance Price Escalation Factor	Annual Escalated Total Maintenance Payment	Present Value Discount Factor	Annual Discounted Maintenance Payment
		(A)	(B)	(C)	(D)	(E) = (B+C) x (D)	(F)	(G) = (E) x (F)
Initial Maintenance Term	1		\$0.00			\$0.00		\$0.00
	2		\$0.00			\$0.00		\$0.00
	3		\$0.00			\$0.00		\$0.00
	4		\$0.00			\$0.00		\$0.00
	5		\$0.00			\$0.00		\$0.00
	5-Year Subtotal		\$0.00			\$0.00		\$0.00
Second Maintenance Term	6		\$0.00	\$0.00		\$0.00		\$0.00
	7		\$0.00	\$0.00		\$0.00		\$0.00
	8		\$0.00	\$0.00		\$0.00		\$0.00
	9		\$0.00	\$0.00		\$0.00		\$0.00
	10		\$0.00	\$0.00		\$0.00		\$0.00
	5-Year Subtotal		\$0.00	\$0.00		\$0.00		\$0.00
Third Maintenance Term	11		\$0.00	\$0.00		\$0.00		\$0.00
	12		\$0.00	\$0.00		\$0.00		\$0.00
	13		\$0.00	\$0.00		\$0.00		\$0.00
	14		\$0.00	\$0.00		\$0.00		\$0.00
	15		\$0.00	\$0.00		\$0.00		\$0.00
	5-Year Subtotal		\$0.00	\$0.00		\$0.00		\$0.00
15-Year Total			\$0.00	\$0.00		\$0.00		\$0.00

<sup>9</sup> If any changes are made to the titles of the Q-1 forms, corresponding changes should be made to the references to the forms in the ITP and Exhibits.

Notes:

- (1) Proposer is required to fill in all values required in white cells. Gray cells are not to be altered and black cells are not to be used.
- (2) Provide all prices to two decimal places.
- (3) Years in the table refer to the years during the Maintenance Period, which begins on the Initial Maintenance Period Commencement Date.
- (4) Annual expenditures (prices) are presented in [YEAR] dollars as of Proposal Due Date identified in Section 1.5 of the ITP.
- (5) The amounts in Column B shall not exceed the amounts for the corresponding years in Column A.
- (6) The amounts inserted in Column C of Form Q-1 shall be identical to the amounts in Column D of Form Q-1.1.

[Notes to Drafter:

Column A - *The Annual General Maintenance Maximum Payment to be determined by the SCM Project Manager and/or the District Project Manager.*

Columns D and F, Years 1 thru 15 - *The Maintenance Price Escalation Factor to be determined by the SCM Project Manager through coordination with PFD and its Financial Advisor(s). The Present Value Discount Factor will be 4% per annum.*

*If a separate Maintenance Price is required for individual scope components or segments, insert additional forms (labelled Form Q-2, Form Q-2.1, Form Q-3, Form Q-3.1, etc.) similar to Form Q-1 and Form Q-1.1 and provide clarification in Note 3 if scope components or segments have a different Maintenance Period commencement Date.]*

**MAINTENANCE PRICE [BASE SCOPE] – Form Q-1.1<sup>10</sup>**  
**PAVEMENT RENEWAL WORK AMOUNT CALCULATION**

	Year <sup>(3)</sup>	Total area of flexible pavement subject to Pavement Renewal Work (SY)	Pavement Renewal Work Unit Rate (per SY) <sup>(4)</sup>	Percentage of area of flexible pavement subject to Pavement Renewal Work (%) <sup>(5)</sup>	Annual Pavement Renewal Work Amount <sup>(4)</sup>	Cumulative Maximum Pavement Renewal Work Amount
		(A)	(B)	(C)	(D) = (A) x (B) x (C)	(E)
		[0.00]	[\$0.00]			
Second Maintenance Term	6				\$0.00	\$0.00
	7				\$0.00	\$0.00
	8				\$0.00	\$0.00
	9				\$0.00	\$0.00
	10				\$0.00	\$0.00
	5-Year Subtotal				<b>\$0.00</b>	
Third Maintenance Term	11				\$0.00	\$0.00
	12				\$0.00	\$0.00
	13				\$0.00	\$0.00
	14				\$0.00	\$0.00
	15				\$0.00	\$0.00
	5-Year Subtotal				<b>\$0.00</b>	
<b>Total</b>				<b>100%</b>	<b>\$0.00</b>	

<sup>10</sup> Include if there is a CMC for the Project and if the Pavement Renewal Work Option is selected per CMA Exhibit 1.

Notes:

- (1) Proposer is required to fill in all values required in white cells. Gray cells are not to be altered and black cells are not to be used.
- (2) Provide all prices, quantities and unit rates to two decimal places.
- (3) Years in the table refer to the years during the Maintenance Period, which begins on the Initial Maintenance Period Commencement Date.
- (4) Annual expenditures (prices) and the Pavement Renewal Work Unit Rate are presented in [YEAR] dollars as of Proposal Due Date identified in Section 1.5 of the ITP.
- (5) Column (C) shall identify the percentage of flexible pavement for which Pavement Renewal Work is planned in any year and shall be in units of 25% (i.e. the percentage inserted for any year may be 0, 25%, 50%, 75% or 100% and the total must sum to 100%.

**MAINTENANCE PRICE [OPTION #<sup>11</sup>] – Form Q-[#]**

	Year <sup>(3)</sup>	Annual General Maintenance Maximum Payment	Annual General Maintenance Amount <sup>(4, 5)</sup>	Annual Pavement Renewal Work Amount <sup>(6)</sup>	Maintenance Price Escalation Factor	Annual Escalated Total Maintenance Payment	Present Value Discount Factor	Annual Discounted Maintenance Payment
		(A)	(B)	(C)	(D)	(E) = (B+C) x (D)	(F)	(G) = (E) x (F)
Initial Maintenance Term	1		\$0.00			\$0.00		\$0.00
	2		\$0.00			\$0.00		\$0.00
	3		\$0.00			\$0.00		\$0.00
	4		\$0.00			\$0.00		\$0.00
	5		\$0.00			\$0.00		\$0.00
	5-Year Subtotal			\$0.00			\$0.00	
Second Maintenance Term	6		\$0.00	\$0.00		\$0.00		\$0.00
	7		\$0.00	\$0.00		\$0.00		\$0.00
	8		\$0.00	\$0.00		\$0.00		\$0.00
	9		\$0.00	\$0.00		\$0.00		\$0.00
	10		\$0.00	\$0.00		\$0.00		\$0.00
	5-Year Subtotal			\$0.00	\$0.00		\$0.00	
Third Maintenance Term	11		\$0.00	\$0.00		\$0.00		\$0.00
	12		\$0.00	\$0.00		\$0.00		\$0.00
	13		\$0.00	\$0.00		\$0.00		\$0.00
	14		\$0.00	\$0.00		\$0.00		\$0.00
	15		\$0.00	\$0.00		\$0.00		\$0.00
	5-Year Subtotal			\$0.00	\$0.00		\$0.00	
15-Year Total			\$0.00	\$0.00		\$0.00		\$0.00

<sup>11</sup> If any changes are made to the titles of the Q-1 forms, corresponding changes should be made to the references to the forms in the ITP and Exhibits.

Notes:

- (1) Proposer is required to fill in all values required in white cells. Gray cells are not to be altered and black cells are not to be used.
- (2) Provide all prices to two decimal places.
- (3) Years in the table refer to the years during the Maintenance Period, which begins [on the Initial Maintenance Period Commencement Date].
- (4) Annual expenditures (prices) are presented in [YEAR] dollars as of Proposal Due Date identified in Section 1.5 of the ITP.
- (5) The amounts in Column B shall not exceed the amounts for the corresponding years in Column A.
- (6) The amounts inserted in Column C of Form Q-[#] shall be identical to the amounts in Column D of Form Q-[#].1.

[Notes to Drafter:

Column A - *The Annual General Maintenance Maximum Payment to be determined by the SCM Project Manager and/or the District Project Manager.*

Columns D and F, Years 1 thru 15 - *The Maintenance Price Escalation Factor to be determined by the SCM Project Manager through coordination with PFD and its Financial Advisor(s). The Present Value Discount Factor will be 4% per annum.*

*If a separate Maintenance Price is required for individual scope components or segments, insert additional forms (labelled Form Q-2, Form Q-2.1, Form Q-3, Form Q-3.1, etc.) similar to Form Q-1 and Form Q-1.1 and provide clarification in Note 3 if scope components or segments have a different Maintenance Period commencement Date.]*

**MAINTENANCE PRICE [OPTION #] – Form Q-[#].1<sup>12</sup>**  
**PAVEMENT RENEWAL WORK AMOUNT CALCULATION**

	Year <sup>(3)</sup>	Total area of flexible pavement subject to Pavement Renewal Work (SY)	Pavement Renewal Work Unit Rate (per SY) <sup>(4)</sup>	Percentage of area of flexible pavement subject to Pavement Renewal Work (%) <sup>(5)</sup>	Annual Pavement Renewal Work Amount <sup>(4)</sup>	Cumulative Maximum Pavement Renewal Work Amount
		(A)	(B)	(C)	(D) = (A) x (B) x (C)	(E)
		[0.00]	[\$0.00]			
Second Maintenance Term	6				\$0.00	\$0.00
	7				\$0.00	\$0.00
	8				\$0.00	\$0.00
	9				\$0.00	\$0.00
	10				\$0.00	\$0.00
	5-Year Subtotal				<b>\$0.00</b>	
Third Maintenance Term	11				\$0.00	\$0.00
	12				\$0.00	\$0.00
	13				\$0.00	\$0.00
	14				\$0.00	\$0.00
	15				\$0.00	\$0.00
	5-Year Subtotal				<b>\$0.00</b>	
<b>Total</b>				<b>100%</b>	<b>\$0.00</b>	

<sup>12</sup> Include if there is a CMC for the Project and if the Pavement Renewal Work Option is selected per CMA Exhibit 1.

Notes:

- (1) Proposer is required to fill in all values required in white cells. Gray cells are not to be altered and black cells are not to be used.
- (2) Provide all prices, quantities and unit rates to two decimal places.
- (3) Years in the table refer to the years during the Maintenance Period, which begins [on the Initial Maintenance Period Commencement Date].
- (4) Annual expenditures (prices) and the Pavement Renewal Work Unit Rate are presented in [YEAR] dollars as of Proposal Due Date identified in Section 1.5 of the ITP.
- (5) Column (C) shall identify the percentage of flexible pavement for which Pavement Renewal Work is planned in any year and shall be in units of 25% (i.e. the percentage inserted for any year may be 0, 25%, 50%, 75% or 100% and the total must sum to 100%.

**COMPLETION DEADLINES AND COMMITMENTS [AND ROAD USER ADJUSTMENT<sup>13</sup>] – Form R**

<b>Inputs for Substantial Completion Deadline [and Road User Adjustment]</b>	
TxDOT Last Allowable Date for Substantial Completion [("A")]	NTP1 plus [###] days
Proposal Commitment Date for Substantial Completion [("B")]	NTP1 plus _____ days
[Road User Days (A-B)]	__ days (if calculated to be greater than 365 days, use 365 days)]

**Road User Days**                      **Value of Time**                      **Road User Adjustment**

\_\_\_\_\_ Days (calculated as (A-B)                      x \$ \_\_\_\_\_                      = \$ \_\_\_\_\_  
above, no more than 365 Days)

Note that the "Road User Adjustment (\$)" is for Proposal evaluation purposes only and will not become part of the DBC.]

The "Proposal Commitment Date for Substantial Completion" set forth above will become the Substantial Completion Deadline under the DBC.

<sup>13</sup> Concept of "Road User Adjustments" may be included or not depending on the project.