

## Exhibit A DEFINITIONS AND ACRONYMS

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

**Adjusted Proposal Present Value** has the meaning set forth in ITP Section 5.5.

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

**ATC Submittal** has the meaning set forth in ITP Section 3.3.1.

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

**Bidder's List** means Form S, provided in the ITP.

**Code** has the meaning set forth in ITP Section 2.1.

**Commission** means the Riverside County Transportation Commission.

**Contract Price** has the meaning set forth in Section 3.1 of Exhibit C to the ITP.

**CTC Authorization** has the meaning set forth in ITP Section 2.1.

**Design-Builder** means the entity identified in the successful Proposal.

**Equity Participant** means (a) each entity with a direct equity interest in Proposer (whether as a member, partner, joint venture member, or otherwise), (b) each entity proposed to have a direct equity interest in Design-Builder, and (c) each entity that will hold a 10% or greater indirect interest in Proposer. Notwithstanding the foregoing, if Proposer is a publicly traded company, shareholders with less than a 10% interest in Proposer shall not be considered Equity Participants.

**Escrow Agent** means the individual or entity designated in the Escrow Agreement who is authorized to act as the escrow holder with respect to the Escrowed Materials.

**Escrow Agreement** means the agreement entered into between Proposer and Escrow Agent, with RCTC as a named, intended third party beneficiary, concerning the protection of the Escrowed Materials in the form of Form K.

**Escrowed Materials** means the EPDs delivered into escrow pursuant to ITP Section 4.3.2.

**Financial Proposal** means the Financial Proposal submitted by a Proposer, providing the information requested in Exhibit C of the ITP.

**Financial Proposal Evaluation Subcommittee**, or **FPES**, means the subcommittee that performs the initial evaluation of the Financial Proposal and provides evaluation recommendations to the RCTC Executive Director as set forth in ITP Section 5.1.

**Instructions to Proposers**, or **ITP**, means those documents, including exhibits and forms in Exhibit D, included in the RFP, containing directions for the preparation and submittal of information by the Proposers in response to the RFP.

**ITP Forms** means the forms provided in Exhibit D of the ITP.

**Key Personnel** means the individuals designated by a Proposer pursuant to Section 3.2.4 of Exhibit B to the ITP.

**Major Participant** means each Equity Participant and each member of Proposer's organization with: (a) primary responsibility for design, (b) primary responsibility for construction, or (c) a proposed subcontract with a value greater than or equal to \$50 million (excluding subcontracts with Suppliers).

**Major Professional Services Firm** has the meaning set forth in Section 3.2.2 of Exhibit B to the ITP.

**OCTA** means the Orange County Transportation Authority.

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

**Preliminary Baseline Schedule** means the Project schedule required to be submitted with the Proposal and meeting the requirements set forth in Section 4.2.1 of Exhibit B to the ITP.

**Pre-ATC Concept** has the meaning set forth in ITP Section 3.2.

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

**Price Score** has the meaning set forth in ITP Section 5.2.

**Project Delivery Approach** means the portion of the Technical Project Delivery Plan providing the information requested in Section 4.2 of Exhibit B to the ITP.

**Project Management Approach** has the meaning set forth in Section 4.2.1 of Exhibit B to the ITP.

**Proposal** means the documents submitted by a Proposer in response to the RFP.

**Proposal Due Date** means the deadline (date and time) for the submission of Proposals identified in ITP Section 1.4.

**Proposal Revisions** has the meaning set forth in ITP Section 5.8.

**Proposal Security** means the proposal bond or letter of credit described in Section 3.3 of Exhibit B to the ITP.

**Proposer** means the entity submitting a Proposal for the Project in response to the RFP.

**Proposer Authorized Representative** has the meaning set forth in ITP Section 2.2.2.

**Public Records Act** means the California Public Records Act (Ca. Gov. Code §§ 6250 *et seq.*).

**Quality Management Plan** means the portion of the Technical Project Delivery Plan providing the information requested in Section 4.3 of Exhibit B to the ITP.

**Reference Materials** means the documents and information included in Volume III and described in ITP Section 1.5.1.

**Request for Qualifications**, or **RFQ**, means RCTC's Request for Qualifications, issued on September 2, 2010, as amended.

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

**Stakeholder** means parties that may have a stake in the Project by virtue of their location or funding, including Caltrans, OCTA, the City of Corona, Cofiroute USA, LLC, cities, counties, Utility Owners, BNSF, United States Department of Transportation, and FHWA, and their officers, directors, and employees.

**Statement of Qualifications**, or **SOQ**, means the submission made by a Proposer in response to the RFQ, including all clarifications thereto submitted in response to requests by RCTC.

**Stipend Agreement** means the form of agreement set forth in Exhibit F to the ITP.

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

**Technical Approach** means the portion of the Technical Project Delivery Plan providing the information requested in Section 4.1 of Exhibit B to the ITP.

**Technical Project Delivery Plan** has the meaning set forth in ITP Exhibit B, Section 4.

**Technical Proposal** means the technical proposal submitted by a Proposer providing the information requested in Exhibit B of the ITP.

**Technical Proposal Evaluation Subcommittee**, or **TPES**, means the subcommittee that performs the initial review of the Technical Proposal and provides evaluation recommendations to the RCTC Executive Director as set forth in ITP Section 5.

**Technical Score** has the meaning set forth in ITP Section 5.2.

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

For definitions of other capitalized terms and acronyms used but not defined herein, refer to Appendix 1 to the Contract.

## Exhibit B

# TECHNICAL PROPOSAL INSTRUCTIONS

### 1 GENERAL INSTRUCTIONS

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

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

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

Evidence of signature authority shall be provided for all individuals signing forms. Item B of the section entitled "Additional Information To Be Provided With Proposal Letter" of Form A identifies requirements regarding evidence of signature authorization for the Proposal Letter. Similar authorization shall be provided for all other signatories.

### 2 PAGE LIMITATION

The Technical Proposal shall be limited to an aggregate of 100 single-sided pages (if double-sided, 50 sheets), plus the executive summary, resumes, appendices, and exhibits containing required forms, graphs, matrices, schedule, drawings, and other pertinent data. Page limitations for specific elements of this Technical Proposal can be found in Exhibit E.

### 3 CONTENTS OF THE TECHNICAL PROPOSAL

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

The Technical Proposal shall consist of the following major elements:

- (a) Executive Summary
- (b) Proposal Security
- (c) Proposer Information, Certifications, and Documents (including required Forms A through I, K, and O through S)
- (d) Technical Approach
- (e) Project Delivery Approach
- (f) Quality Management Plan

#### 3.1 EXECUTIVE SUMMARY

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's Proposal and Proposer's ability to satisfy the financial and technical

requirements of the Project. The Executive Summary shall not exceed 10 single-sided pages and shall provide a general summary of Proposer's responses to the Technical Project Delivery Plan. The responses shall be brief and to the point, and shall not exceed the page limitation outlined in Exhibit E. The Executive Summary shall not include any information regarding pricing.

The Executive Summary shall consist of the following major elements:

- (a) An explanation of the organization and contents of the Proposal
- (b) A summary of the proposed management, decision making, and day-to-day operation structure of Proposer, and a statement that each Major Participant has committed to provide the specified people
- (c) A summary of the Technical Approach
- (d) A summary of the Project Delivery Approach
- (e) A summary of the Quality Management Plan

### **3.2 PROPOSER INFORMATION, CERTIFICATIONS, AND DOCUMENTS**

#### **3.2.1 Proposal Letter**

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

#### **3.2.2 Information about Proposer, Major Participants, and Other Subcontractors**

The Proposal shall include a completed chart on Form B-1, including the names, contact information, role in the organization, licensing information, and description of work (if applicable) for Proposer and Equity Participants.

The Proposal shall include a completed Form B-2, providing information about Proposer and its team as specified therein.

The Proposal shall include a completed Form B-3, providing information regarding (i) each Major Participant (excluding Equity Participants that do not fall into clauses (a) through (c) of the definition of Major Participant); (ii) each firm that will provide engineering, architectural, surveying, planning, quality assurance, and/or other professional services for the development of the Project valued at \$2 million or more ("Major Professional Services Firm"); and (iii) all other Subcontractors identified by Proposer as of the Proposal Due Date. Proposer is advised that all Major Professional Services Firms must be identified at the time of the Proposal, and that, as a condition to final award and execution of the Contract, the successful Proposer must provide evidence that it and its Major Participants hold all necessary licenses and professional registrations.

Subcontractors not identified in the Proposal shall be selected in accordance with the requirements of Contract Section 7.2. Proposer is encouraged to review the provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 *et seq.* and Public Contract Code sections 6800 *et seq.*, related to the imposition of penalties for a failure to observe its provisions as such provisions will apply to this RFP, the Work, and the Contract Documents.

The Proposal shall include copies of organizational documentation described in the section entitled "Additional Information to be Provided with Proposal Letter" of Form A for Proposer and Equity Participants, as well as other documentation required by Form B-2. If any modification to

the organizational documents for such entity is contemplated prior to award, Proposer shall provide a brief description of the proposed legal structure and draft copies of the underlying organizational documents (described in the section entitled “Additional Information To Be Provided With Proposal Letter” of Form A) for such proposed entity.

### **3.2.3 Responsible Proposer Questionnaire**

The Proposal shall include Form C, the “Responsible Proposer Questionnaire,” signed by Proposer. As noted on the form, it may be provided by Proposer on its own behalf and on behalf of the Equity Participants, or it may be provided by Proposer on its own behalf and the individual Equity Participants on their own behalf. The form executed by Proposer shall be signed by the same individual(s) who sign the Proposal Letter. The forms signed by Equity Participants shall be signed by an authorized representative of such Equity Participant, and the Proposal shall include evidence of signature authorization for such individual.

### **3.2.4 Key Personnel**

#### **3.2.4.1 Designation of Key Personnel Prior to Proposal Due Date**

Each Proposer shall submit a package that includes an original and five copies of the information specified in this Section 3.2.4.1 to RCTC, by the date and time for the submittal of Key Personnel specified in ITP Section 1.4, for review and written approval by RCTC, in its sole discretion. The inclusion of Key Personnel in the RFQ by a Proposer shall not obviate or modify the requirement that such Proposer must resubmit the information required by this Section for the review and approval by RCTC. RCTC, in its sole discretion, may disapprove of any individual that was included in the RFQ in a Key Personnel or other position. The package shall be delivered to the address set forth in ITP Section 2.2.1 and shall include a list of the proposed Key Personnel for each category identified in Technical Provisions Section 2.6.1, along with copies of resumes for each such person (which must contain the individual’s qualifications and relevant work experience) and contact information for three references for each individual. If RCTC, in its sole discretion, disapproves of a proposed key person, Proposer shall submit the information required above for its proposed substitute, for review and approval by RCTC in accordance with the foregoing process, at least 10 Business Days prior to the Proposal Due Date. The Proposal may not include any Key Personnel not previously approved by RCTC in writing.

Proposer may not make any changes in its Key Personnel after the receipt of RCTC approval, as specified in this Section 3.2.4.1, except as provided in the Contract Documents. Between the deadline set forth in Section 1.4 of the ITP for the submittal of Key Personnel and execution of the Contract, RCTC, in its sole discretion, will consider requests by Proposers to make changes in Proposer’s Key Personnel based only on unusual circumstances beyond Proposer’s control. Approval by RCTC of any Key Personnel shall not limit, modify, or waive any rights of RCTC under the Contract Documents with respect to Key Personnel or other Proposer personnel.

#### **3.2.4.2 Information Regarding Key Personnel in Proposal**

The Proposal shall identify the preapproved Key Personnel and shall include Form D identifying personnel work assignments, as well as a statement signed by Proposer and the employer of each designated key person, committing to maintain such individual’s availability for and active involvement in the Project. The Proposal also shall include copies of the resumes and contact information described in Section 3.2.4.1 for each designated key person. Refer to the Contract Documents for information regarding time commitment requirements for Key Personnel and RCTC’s rights if it determines that any such personnel are not devoting sufficient time to the

prosecution and performance of the work required for the Project.

### **3.2.5 Letter Approving Key Personnel and Changes in Proposer's Organization**

The Proposal shall include a copy of the letter(s) issued by RCTC pursuant to Section 3.2.4.1, approving the Key Personnel. If Proposer's organization has changed since the submission of the SOQ, Proposer shall specifically describe such changes and, if applicable, include a copy of RCTC's approval letter, provided under ITP Section 2.11.

### **3.2.6 Non-Collusion Affidavit**

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

### **3.2.7 Certification Regarding Buy America**

The Proposal shall include Form F regarding Buy America requirements of 23 USC Section 313 and implementing regulations.

### **3.2.8 DBE Requirements**

The Proposal shall include a signed DBE Certification (Form G) confirming that Proposer is aware of the DBE goal for the Project and the requirement to submit an RCTC-approved DBE Performance Plan as a condition to the award of the Contract. Form G must be signed by the Proposer's authorized representative as defined in ITP Section 2.2.2. The Proposal shall also include a draft DBE Performance Plan (no more than 10 pages in length) describing how the Proposer plans to implement the Project's DBE requirements, as specified in ITP Section 1.8.2. The draft DBE Performance Plan must be attached to Form G.

The Proposal shall include a completed and signed Bidder's List (Form S) including all firms seeking work (i.e., bidding or proposing) with the Proposer.

### **3.2.9 Organizational Conflict of Interest Disclosure**

Attention is directed to RCTC's rules on conflicts of interest, which are set forth in Exhibit G. The Proposal shall include a certification on Form I describing potential organizational conflicts of interest, including the disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest.

In conformance with the statutory requirements of California Government Code sections 84308 and 87100 and 2 California Administrative Code sections 18438.1 through 18438.8, regarding campaign contributions and gifts to members of appointed boards of directors and governing bodies and staff members, the Proposer, all Equity Participants, and all named Subcontractors must complete and submit Form H. Proposers are required to report all campaign contributions made from the submittal date of the SOQ up and until the RCTC Commission takes action, if any, to award the Contract.

### **3.2.10 Certification Regarding Equal Employment Opportunity**

The Proposal shall include Form O, regarding participation in contracts or subcontracts subject to the equal opportunity clause and the filing of required reports.

### **3.2.11 Guarantor Letter**

If a guaranty is required by RCTC, the Proposal shall include the following: (a) an irrevocable letter signed by the guarantor committing to provide a guaranty in the form of Appendix 15 of the Contract concurrently with the execution and delivery of the Contract Documents by Proposer;

(b) evidence of authorization of the signatory to that letter; (c) Form B-1 for the guarantor(s); (d) financial information for the guarantor(s) as described in Section 2 of Exhibit C; and (e) such other information concerning the guarantor(s) as RCTC may request. A guaranty is required under the following circumstances: (i) Proposer's organization is a newly formed corporation or a limited liability entity, (ii) there has been a material adverse change in the financial condition of Proposer or any of its Equity Participants since Proposer's submittal of its SOQ, or (iii) the form of organization of Proposer and/or the financially responsible parties comprising Proposer changes and RCTC determines, in its sole discretion, to require a guarantor as a condition to approving such change under ITP Section 2.11.

### **3.2.12 Surety Information**

The Proposal shall include the following information regarding the Surety for the bonds to be provided in accordance with Section 8 of the Contract:

- (a) Name of bonding company (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 and address of the agent.
- (b) Whether or not the listed bonding company defaulted on any obligation within the past 10 years, and the details in the event of such default.

### **3.2.13 Debarment and Suspension Certification**

The Proposal shall include Form P, certifying the status regarding debarment and/or suspension of Proposer and all Major Participants, including each owner, partner, director, officer, and manager.

### **3.2.14 Certification Regarding the Use of Contract Funds for Lobbying**

The Proposal shall include Form Q from Proposer and each Major Participant, certifying that no federal appropriated funds have been or will be paid for lobbying activities and no other funds have been paid or will be paid to influence governmental decisions regarding this Project.

### **3.2.15 Joint and Several Liability**

If the Proposer is a partnership or any other form of a joint venture, or an association that is not a legal entity, the Proposal shall contain a letter signed by each member indicating that each member accepts joint and several liability for the obligations of the Proposer.

### **3.2.16 Iran Contracting Certification**

The Proposal shall include Form R, certifying that Design-Builder and all Equity Participants are eligible for award of the Contract pursuant to Section 2200 *et. seq.* of the Public Contract Code.

### **3.2.17 Stipend Agreement**

If the Proposer wishes to be eligible to receive a stipend, Proposer shall execute and deliver with its Proposal **five** duplicate original copies of a Stipend Agreement in the form set forth in Exhibit F as part of its Technical Proposal. RCTC will return two fully executed copies to the Proposer within a reasonable period of time thereafter.

## **3.3 PROPOSAL SECURITY**

The Proposal shall include either a Proposal bond or irrevocable standby letter of credit, as specified below.



Forfeiture of Proposal Security in accordance with Section 4.6 of the ITP will constitute liquidated damages. By submitting its Proposal, Proposer agrees and acknowledges that such liquidated damages are reasonable in order to compensate RCTC for damages it will incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of RCTC's transportation improvement program, with policy makers and with the general public, and delays to the Project and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead, and other administrative costs). By submitting its Proposal, Proposer 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 RCTC would incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal and do not constitute a penalty. By submitting its Proposal, Proposer agrees to such liquidated damages in order to fix and limit Proposer's costs and to avoid later disputes over what amounts of damages are properly chargeable to Proposer.

### **3.3.1 Proposal Bond**

If a proposal bond is provided, it shall be in the amount of \$40 million and in the form of Form J-1 from a Surety 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. The proposal bond shall be subject to forfeiture in accordance with ITP Section 4.6. Each proposal bond will be retained until the Contract Documents have been fully executed, after which the proposal bond for each unsuccessful Proposer, except those proposal bonds which have been forfeited, will be returned to the respective Proposers. The proposal bond for the successful Proposer shall be returned at such time as Proposer has satisfied all conditions of execution and award set forth in ITP Section 6.1.

### **3.3.2 Proposal Letter of Credit**

If a letter of credit is provided, it shall be in the amount of \$40 million, which shall be in the form of Form J-2, issued by a financial institution with a credit rating of "A" or better according to Standard & Poor's and with an office in Riverside, Ontario, or Los Angeles, at which the letter of credit can be presented for payment or, alternatively, if the issuing bank does not have offices in any of said cities in California, the letter of credit may be submitted provided it is also confirmed by a financial institution with a credit rating of "A" or better according to Standard & Poor's having an office in Riverside, Ontario, or Los Angeles, at which the letter of credit can be presented for payment. The letter of credit shall be subject to forfeiture in accordance with ITP Section 4.6. Each letter of credit will be retained until the Contract Documents have been fully executed or the RFP has been canceled, after which the letter of credit for each unsuccessful Proposer, except those letters of credits which have forfeited, will be returned to the respective Proposers. The letter of credit for the successful Proposer shall be returned at such time as Proposer has satisfied all conditions of execution and award set forth in ITP Section 6.1. The letter of credit shall be valid for 180 days after the Proposal Due Date.

## **3.4 ESCROW AGREEMENT**

A copy of the executed Escrow Agreement (Form K) shall be provided with the Technical Proposal, in a separate envelope labeled "[Proposer Name]: Escrow Agreement for the SR-91 Corridor Improvement Project."

## 4 TECHNICAL PROJECT DELIVERY PLAN

Proposer shall submit a Technical Project Delivery Plan, which shall consist of three components: the Technical Approach (Section 4.1), the Project Delivery Approach (Section 4.2), and the Quality Management Plan (Section 4.3).

### 4.1 TECHNICAL APPROACH

The Technical Approach section of the Technical Project Delivery Plan shall describe Proposer's approach to implementing the design and construction work and shall include the elements set forth in Section 4.1.1 through 4.1.5.

The Technical Approach shall also include information with respect to Alternative Technical Concepts ("ATCs") and perceived added-value items, as follows:

- For any ATCs being included as part of the Project, Proposer shall:
  - Specifically state whether any approved ATCs are included in the Proposal, with reference to the ATC identification number assigned by RCTC
  - Describe how the ATC is used and provide cross-references to other elements of the Proposal that are affected by the ATC, including the concept roadway plan(s), using the reference identification number assigned by RCTC to each ATC
- For perceived added-value components being included as part of the Proposal, Proposer shall specifically identify characteristics of its Proposal that Proposer considers to improve upon or exceed the Project's technical requirements, as set forth in the Contract Documents, and which bring additional benefits and/or value to RCTC and the public, and provide an estimate of the value of such benefits.

#### 4.1.1 Construction Staging and Maintenance of Traffic

The Proposal shall provide a description of the construction staging, sequencing, and management and maintenance of traffic for the Project. At a minimum, the Proposal shall include the following:

- A description of the Proposer's approach to the construction staging and sequencing of the Project, including dividing the Project into segments for construction and approach surrounding the development of the I-15 NB to SR-91 WB connectors.
- A description of the Proposer's overall traffic management control, as well as steps Proposer will take to maintain access to businesses, public facilities, and residential properties in the City of Corona and along other portions of the SR-91 corridor.
- A description of how the right-of-way and adjacent roads and properties will be maintained and protected, including the intended measures to be used to mitigate and minimize noise, vibration, light, dust, erosion/run-off, and local road damage.
- A description of the Proposer's approach to maintaining OCTA's 91 Express Lanes operation during construction.
- A description of how the Proposer's approach to construction staging and sequencing is consistent with the delivery of RCTC-Provided Property, as described in TP Section 9.3.
- A concept maintenance of traffic plan indicating the proposed construction staging, laydown areas, disposal and maintenance locations (with approximate areas), which demonstrates the methods to minimize disruptions to the traveling public and impacts on the Stakeholders, and affected communities, businesses, and residents.

- A description of Proposer's approach to the maintenance and repair of the Site during construction.

#### **4.1.2 Design Solutions**

The Proposal shall provide a description of the design packages and submittal process for the Project. The information shall include, at a minimum, the following:

- Prepare and submit the following plan(s):
  - Proposer's concept roadway plan(s) and profile(s) that show, at a minimum, the information reflected on the Project Schematics ("roadway concept plans") and identify any changes to the Project Schematics, with narratives describing such changes.
  - A concept bridge plan(s) for each location with sufficient detail to indicate bridge type, typical section(s), foundation types, width, controlling clearances, span arrangement, material, appearance, and design life considerations. Lane configurations and clear zones of crossing roadways and railroads shall be clearly indicated, as applicable.
  - A wall location plan indicating wall types (including a typical section for each type), proposed locations, and limits.
- Description of the comparative advantages and disadvantages of changes to the Project Schematics reflected on the concept roadway plan(s) described above, including a brief analysis of the effects on safety, traffic operations, maintenance operations, cost, schedule, construction staging, maintenance of traffic, and compliance with the Project design criteria.
- Description of the utility work required for the Project. The information shall include, at least, the following:
  - The proposed methods of locating utilities horizontally and vertically that encroach upon the footprint of the Project.
  - The proposed methods of design and construction related to utility relocation and protection.
  - The proposed methods to minimize utility conflicts during design and construction and the approach for managing conflicts.
- Description of the Proposer's plan to maintain the existing Intelligent Transportation System ("ITS") and keep it operational during construction and how the Proposer intends to transition to the proposed ITS system.

#### **4.1.3 Toll System Integrator Coordination**

The Proposal shall provide a description of Proposer's approach to coordination and interface with the toll system integrator for the Project. At a minimum, the following shall be provided:

- A description of the proposed method for coordinating with the toll systems integrator during design and construction to ensure achieving on-time turnover of the Tolling Infrastructure and an on-time opening of the tolled express lanes.
- Identification of the interface points between the Design-Builder's Tolling Infrastructure and the scope of work for the toll systems integrator and how the Proposer plans to

manage these points with the toll systems integrator, including final testing and acceptance.

- A description of the Proposer's timing and approach to allowing access to the systems integrator and supporting its systems installation and testing activities.

#### **4.1.4 Aesthetics and Landscaping**

The Proposal shall provide a description of the proposed aesthetic and landscaping for the Project. The information shall include, at a minimum, the following:

- Prepare and submit **three** distinct Proposal Project Aesthetic Concepts, as set forth in TP Section 20.3, that show the approach for each concept.
- Provide a narrative for each of the three Proposal Project Aesthetic Concepts described above and how these concepts are consistent with or exceed the Project requirements and the planned methods for tracking costs through the development of the Project Aesthetics and Landscape Master Plan ("PALM").
- Provide a summary of innovative approaches/technical solutions for the aesthetic and landscape elements, including context-sensitive solutions, and how these will be applied to the Project.

#### **4.1.5 Life Cycle Cost**

The Proposal shall provide a life cycle cost analysis for the Project for a period of 25 years from completion of the Project. At a minimum, the following shall be described:

- The life cycle analysis, including structures, pavement, and drainage, and assumptions and estimated cost results of the completed life cycle analysis work.

### **4.2 PROJECT DELIVERY APPROACH**

The Project Delivery Approach section shall set out Proposer's management approach to design, construction, third party coordination, Utility coordination, safety, mobilization, risk mitigation, schedule, and cost control, as well as identify those characteristics that bring perceived added value to RCTC and the general public within each approach.

#### **4.2.1 Project Management Approach**

The Project Management Approach shall set out Proposer's management approach to various facets of the Project, listed below. The Proposer shall describe, at a minimum, the following:

- General Management
  - Describe the Proposer's general management, including roles, responsibilities, and interrelationships among design, construction, and quality personnel, as well as identified Subcontractors.
  - Prepare a Project organization chart(s) showing design and construction personnel on the Project. Indicate clear lines of communication/reporting between each member. The organization chart shall also indicate any Subcontractor roles within the Project team, as well as the quality personnel interface.
  - Describe all levels of empowerment and decision-making authority within the Proposer's organization and their ability to make decisions in coordination with Stakeholders and, if need be, a system to elevate issues to ensure rapid decision making.

- Describe processes for how internal disputes between team members will be resolved and how Proposer will avoid adverse impacts to the Project.
- Prepare a Preliminary Baseline Schedule that reflects WBS Level IV commitment for the design and construction in accordance with the Technical Provisions. The Preliminary Baseline Schedule shall show achievement of Substantial Completion no later than **1,518** days from Notice to Proceed 2 (“NTP2”). Proposer shall indicate the number of calendar days between NTP2 and its proposed Substantial Completion date on Form N. Form N shall be submitted with the Financial Proposal in accordance with Exhibit C. Proposer’s Preliminary Baseline Schedule submission shall not limit, modify, or alter RCTC’s ability to review and approve the Baseline Schedule, and the selection of a Proposer shall not be deemed to be acceptance or approval of Proposer’s Preliminary Baseline Schedule.
- Design Management – A comprehensive strategy for design which includes design review, utility conflict resolution, and the securing of third party approvals. In addition, the Proposal shall also address the following:
  - Proposer’s plan for the development and submittal of design packages (including the type and number of submittals).
  - Formal and the informal processes for the review of design submittals packages, and the methods and approaches to be employed for the reviews, design deficiency corrections, and change tracking.
  - Proposer’s processes for issuing Release for Construction Packages and tracking changes.
- Third Party Coordination – Describe the methods to interface with RCTC its consultants; Caltrans; and other relevant federal, state, and Local Agencies (including OCTA and the City of Corona) and applicable railroads.
- Utility Coordination
  - The intended means of communication and planning of construction to keep Utility Owners informed of the construction schedule, the means of construction, and changes that may affect their facilities.
  - The proposed methods to facilitate cooperation from Utility Owners, including, without limitation, the approach to negotiating Utility Agreements and resolving betterment issues.
  - Proposer’s approach to minimize and mitigate Utility Delays.
- Construction Management – A comprehensive strategy for construction management that includes overall Project logistics, access and hauling constraints, construction sequencing, and the minimization of public disruptions.
- Safety – Implementation strategy to meet safety commitments and requirements during the design and construction of the Project.
- Mobilization Strategy – Methodology being planned to mobilize for the Project, including timing, location(s), staffing requirements, and RCTC obligations.
- Risk Mitigation – Methodology and strategy being planned to mitigate various risk elements as identified by the Proposer on the Project.
- Schedule and Cost Control Methodology – Describe Proposer’s cost control and schedule management system to be used to control and coordinate the cost and

schedule of the work during the term of the Contract, including schedule updates, look-ahead activities, schedule float, schedule recovery, and schedule notices.

#### **4.2.2 Environmental Approach**

The Project Delivery Approach shall provide a description of the environmental management approach for the Project. The information shall describe, at a minimum, the following:

- Methodology for complying with applicable environmental laws, rules, regulations; completing environmental reevaluations, if necessary; and the process of coordinating with resource and responsible agencies.
- Implementation of environmental commitments and Governmental Approval requirements into the design and construction of the Project, and the process of ensuring the timely receipt of environmental permits not obtained by RCTC.
- Process to report the successful completion and close out of environmental commitments and permit requirements.

#### **4.2.3 Public Outreach Approach**

The Project Delivery Approach shall provide a description of the Project public outreach program. The information shall describe, at a minimum, the following:

- Process for the implementation of a public outreach program during the design and construction stages of the Project, including the approach to public information activities and how Proposer will manage interaction with RCTC and other Stakeholders as it relates to public information activities.
- Methods used to gather public questions and comments; strategies to mitigate business, resident, and public concerns; and for dealing with media inquiries.

#### **4.2.4 Sustainability Approach**

The Project Delivery Approach shall provide a description of the sustainability design for the Project. The information shall describe, at minimum, the following:

- The approach to develop the Sustainability Management Plan and how the Proposer will comply, meet, and/or exceed the sustainability requirements described in TP Section 21.2.2.
- Methods and tools, including innovative approaches, to achieve objectives and metrics, and the monitoring and reporting on metrics to RCTC.
- Strategy for promoting sustainability initiatives to the public and other interested Stakeholders.

### **4.3 QUALITY MANAGEMENT PLAN**

The Quality Management Plan shall provide a description of Proposer's plan and approach to quality management during all stages of the Project, through the mobilization, design, and construction of the Project. The Quality Management Plan shall outline the systems that will be employed to ensure that the work is executed, with minimal requirements for corrective work. In addition to the items listed below, also identify and describe those characteristics that bring perceived added value to RCTC and the public.

#### **4.3.1 Quality Organization, Roles, and Responsibilities**

The Quality Management Plan shall include:

- A description of the roles and responsibilities of the quality personnel during the design and construction phases of the Project, including; Proposer, RCTC, and Caltrans, and the planned interface activities between each party.
- A description of how the quality management staff will be functionally independent so that such individuals will have the authority to effect changes in the event of Design-Builder's failure to comply with the Contract Documents.
- A quality management organization chart showing the quality management structure, along with a staffing plan by position title.
- A description of the process for interface between the design quality and construction quality.

#### **4.3.2 Design Quality Management Approach**

The Quality Management Plan shall provide a description of the quality approach for the Project. The information shall include, at a minimum, the following:

- A description of (1) the formal and informal processes for Quality Control and Quality Assurance for preparing the design and (2) methods for coordinating with RCTC and Caltrans during the design development and interface process with RCTC and Caltrans oversight procedures.
- A description of the proposed quality document management procedures to file noncompliance, corrective measures, and preventive measures to prevent the recurrence of repeat noncompliance work.

#### **4.3.3 Construction Quality Management Approach**

The Quality Management Plan shall provide a description of the quality approach for the Project. The information shall include, at a minimum, the following:

- A description of (1) the formal and informal processes for Quality Control and Quality Assurance during construction and (2) methods for coordinating with RCTC and Caltrans during construction and the interface process with RCTC and Caltrans oversight procedures.
- A description of the proposed quality document management procedures to file noncompliance, corrective measures, and preventive measures to prevent the recurrence of repeat noncompliance work.

## **Exhibit C**

# **FINANCIAL PROPOSAL INSTRUCTIONS**

### **1 GENERAL INSTRUCTIONS**

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

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

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

#### **1.1 FORMAT OF FINANCIAL PROPOSAL**

All price, cost, and financial information provided in the Financial Proposal shall be in US dollar currency only, and all amounts shall be stated as nominal dollars.

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

#### **1.2 CONTENTS OF FINANCIAL PROPOSAL**

All parts of the Proposal that indicate price and financial information are to be included in the Financial Proposal.

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

### **2 FINANCIAL CAPACITY INFORMATION**

Proposers shall clearly identify any differences between the financial capacity information submitted in the Proposal and the information submitted in the SOQ. The information submitted in accordance with this Section 2 shall be submitted in a unique and separate envelope from the information submitted as directed in Section 3, below. The envelope containing the financial capacity information in accordance with this Section 2 is not required to be “blind” and will be labeled as follows:

SR-91 Corridor Improvement Project  
Financial Capacity Information  
“To Be Opened by RCTC Authorized Representative Only”

The Financial Proposal shall include the following information:

- Audited yearly financial statements for any periods subsequent to those provided by the Proposer in the SOQ for Proposer and Equity Participants.



- All required guarantors shall provide audited financial statements for the past three years.
- In addition, interim unaudited financial statements for the period since the most recent completed fiscal year for Proposer, Equity Participants, and any required guarantors are to be provided.

The financial statements, whether for the most recent completed fiscal year or for the period since the most recent completed fiscal year, must meet the following requirements:

1. Financial statement information must include:
  - i. Opinion Letter (Auditor's Report)
  - ii. Balance Sheet
  - iii. Income Statement
  - iv. Statement of Changes in Cash Flow
  - v. Footnotes
2. Financial statements must meet the following requirements:
  - (a) **GAAP** – Financial statements must be prepared in accordance with US Generally Accepted Accounting Principles ("US GAAP"). If financial statements are prepared in accordance with principles other than US GAAP, a letter from the certified public accountant of the applicable entity discussing the areas of the financial statements that would be affected by a conversion to US GAAP.
  - (b) **US Dollars** – Financial statements must be provided in US dollars. If financial statements are not available in US dollars, Proposer must include summaries of the Income Statements and Balance Sheets for the applicable time periods converted to US dollars by a certified public accountant.
  - (c) **Audited** – Fiscal year end financial statements must be audited by an independent party qualified to render audit opinions (e.g., certified public accountant). If audited financials are not available for an Equity Participant and any required guarantors, the Financial Proposal shall include unaudited financial statements for such member, certified as true, correct, and accurate by the chief financial officer or treasurer of the entity.
  - (d) **English** – Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be accompanied with the original financial statement information.
3. Other information and requirements:
  - (a) **Newly Formed Entity** – If Proposer is a newly formed entity and does not have independent financial statements, financial statements for the Equity Participants and any required guarantors shall be provided (and Proposer shall expressly state that Proposer is a newly formed entity and does not have independent financial statements).
  - (b) **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 its annual report on

Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K that has been filed since the latest filed 10K.

- (c) **Credit Ratings** – Appropriate credit ratings must be supplied for each Proposer, Equity Participant, and any required guarantor, to the extent such entities have credit ratings. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity.
- (d) **Material Changes in Financial Condition** – A letter from the chief financial officer or treasurer providing information on any material changes in financial condition since submission of the SOQ and those that are pending. Additionally, Proposers shall be required to provide updated information following the Proposal Due Date as such information becomes public.

The following list identifies certain items that RCTC would consider a material change in financial condition. This list is intended to be indicative only. At the discretion of RCTC, 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 shall be provided separately for each material change as certified by the chief financial officer or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. The affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material adverse changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in the fiscal periods between submission of the SOQ and the most recent completed periods (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.

#### List of Representative Material Changes

- A. 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;
- B. A downward change in tangible net worth of 10% of shareholder equity;
- C. A sale, merger, or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger, or acquisition that in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;
- D. A downward change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;
- E. Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity that 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;

- F. The affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurred a net operating loss; (ii) sustained charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs, or business restructuring; or (iii) implemented a restructuring/reduction in salaried personnel exceeding 200 positions or involving the disposition of assets exceeding 10% of the then shareholder equity; and
  - G. Other events known to the affected entity, a related business unit, or parent corporation of the affected entity that represents a material change in financial condition since submission of the QS or that may be pending for the next reporting period.
- (e) **Off-Balance-Sheet Liabilities** – A letter from the certified public accountant, chief financial officer, treasurer, or certified public accountant for each entity for which financial information is submitted, identifying all material off-balance-sheet liabilities.

The information required under this Section 2 shall be packaged separately for each separate entity, with a cover sheet identifying the name of the organization and its role in Proposer's organization (i.e., Proposer, Equity Participant, Guarantor, etc.).

### **3 CONTRACT PRICE INFORMATION**

#### **3.1 CONTRACT PRICE AND DURATION DOCUMENTATION**

Proposer shall submit a Contract Price using Form M-1 and Form M-1.1, setting forth the total price for the work required under the Contract Documents. Proposer shall also include Form M-1.1.1 and Form M-1.1.2, setting forth price breakdowns for certain specified aspects of the work. Form M-2 shall be submitted by Proposer and shall set forth the anticipated draw requests for the work required under the Contract Documents after the issuance of NTP2, which shall then establish the maximum payment curve. The draw requests submitted after the issuance of NTP2 shall be established by the anticipated percentage complete on a monthly basis and shall be limited to the maximum payment curve. The information submitted in accordance with this Section 3 shall be submitted in individual sealed envelopes, separate from the other portions of the Proposal and clearly marked with the words "Financial Proposal – SR-91 Corridor Improvement Project" and the name of the Proposer. Other than the envelope containing the Financial Proposal, none of the information contained in the Financial Proposal should include any identifying names or logos.

Proposer shall submit the duration using Form N with the Financial Proposal, setting forth the total proposed calendar days' duration from the effective date of NTP2 to Substantial Completion. The information on Form N will form the basis for schedule adjustment as described in ITP Section 5.5.2 and will be inserted into Section 4.2.1 of the Contract.

#### **3.2 ESCROWED PROPOSAL DOCUMENTS**

The Financial Proposal shall contain Proposer's Escrowed Proposal Documents ("EPDs"), which shall be delivered separately into escrow as provided in ITP Section 4.3.2.

## **Exhibit D REQUIRED FORMS**

**See Attached**

## Exhibit E

### SUMMARY AND ORDER OF PROPOSAL CONTENTS

Proposal Component	Form (if any)	ITP Section Cross-Reference	Page Limit (based on single-side pages)	Included in 100-Page Limit
<b>Technical Proposal</b>				
Proposers shall follow the order of this checklist in their submissions. A referenced copy of this document shall be submitted with the Technical and Financial Proposals.				
<b>A. Executive Summary</b>				
Executive Summary <b>(Exclude price information)</b>	No forms are provided.	<u>Exhibit B, Section 3.1</u>	<u>10</u>	<u>No</u>
<b>B. Proposer Information, Certifications, and Documents</b>				
Proposal Letter	<u>Form A</u>	<u>Exhibit B, Section 3.2.1</u>	<u>N/A</u>	<u>No</u>
Authorization Documents	No forms are provided.	<u>Exhibit B, Section 3.2.1</u>	<u>N/A</u>	<u>No</u>
Identification of Proposer, Equity Participants ( <u>Form B-1</u> also required for Guarantors, if any)	<u>Form B-1</u>	<u>Exhibit B, Sections 3.2.2 and 3.2.11</u>	<u>N/A</u>	<u>No</u>
Information About Proposer Organization	<u>Form B-2</u>	<u>Exhibit B, Section 3.2.2</u>	<u>N/A</u>	<u>No</u>
Information About Major Participants, Major Professional Services Firms, and Listed Subcontractors	<u>Form B-3</u>	<u>Exhibit B, Section 3.2.2</u>	<u>N/A</u>	<u>No</u>
Responsible Proposer Questionnaire	<u>Form C</u>	<u>Exhibit B, Section 3.2.3</u>	<u>N/A</u>	<u>No</u>
Personnel Work Assignment Form	<u>Form D</u>	<u>Exhibit B, Section 3.2.4</u>	<u>N/A</u>	<u>No</u>
Key Personnel Statement of Availability	No forms are provided.	<u>Exhibit B, Section 3.2.4</u>	<u>N/A</u>	<u>No</u>
Letters Approving Key Personnel	No forms are provided.	<u>Exhibit B, Section 3.2.4</u>	<u>N/A</u>	<u>No</u>
Letters Approving Changes in Proposer's Organization	No forms are provided.	<u>Exhibit B, Section 3.2.5</u>	<u>N/A</u>	<u>No</u>

<b>Proposal Component</b>	<b>Form (if any)</b>	<b>ITP Section Cross-Reference</b>	<b>Page Limit (based on single-side pages)</b>	<b>Included in 100-Page Limit</b>
Non-Collusion Affidavit	<u>Form E</u>	<u>Exhibit B, Section 3.2.6</u>	<u>N/A</u>	<u>No</u>
Buy America Certification	<u>Form F</u>	<u>Exhibit B, Section 3.2.7</u>	<u>N/A</u>	<u>No</u>
DBE Certification	<u>Form G</u>	<u>Exhibit B, Section 3.2.8</u>	<u>N/A</u>	<u>No</u>
Draft DBE Performance Plan	<u>No forms are provided</u>	<u>Exhibit B, Section 3.2.8</u>	<u>N/A</u>	<u>No</u>
Bidder's List	<u>Form S</u>	<u>Exhibit B, Section 3.2.8</u>	<u>N/A</u>	<u>No</u>
Disclosure for Proposer	<u>Form H</u>	<u>Exhibit B, Section 3.2.9</u>	<u>N/A</u>	<u>No</u>
Conflict of Interest Disclosure Statement	<u>Form I</u>	<u>Exhibit B, Section 3.2.9</u>	<u>N/A</u>	<u>No</u>
Equal Employment Opportunity Certification	<u>Form O</u>	<u>Exhibit B, Section 3.2.10</u>	<u>N/A</u>	<u>No</u>
Guarantor Letter/Information, if required	No forms are provided. <u>Form B-1</u> is also required for each guarantor.	<u>Exhibit B, Section 3.2.11</u>	<u>N/A</u>	<u>No</u>
Surety Information	No forms are provided.	<u>Exhibit B, Section 3.2.12</u>	<u>N/A</u>	<u>No</u>
Debarment and Suspension Certification	<u>Form P</u>	<u>Exhibit B, Section 3.2.13</u>	<u>N/A</u>	<u>No</u>
Certification Regarding Use of Contract Funds for Lobbying	<u>Form Q</u>	<u>Exhibit B, Section 3.2.14</u>	<u>N/A</u>	<u>No</u>
Statement of Joint and Several Liability	No forms are provided.	<u>Exhibit B, Section 3.2.15</u>	<u>N/A</u>	<u>No</u>
Iran Contracting Certification	<u>Form R</u>	<u>Exhibit B, Section 3.2.16</u>	<u>N/A</u>	<u>No</u>

<b>Proposal Component</b>	<b>Form (if any)</b>	<b>ITP Section Cross-Reference</b>	<b>Page Limit (based on single-side pages)</b>	<b>Included in 100-Page Limit</b>
Stipend Agreement (required if Proposer wishes to collect a stipend)	<u>Exhibit F</u>	<u>Exhibit B, Section 3.2.17</u>	<u>N/A</u>	<u>No</u>
<b>C. Technical Project Delivery Plan</b>				
Technical Approach	No forms are provided.	<u>Exhibit B, Section 4.1</u>	<u>55</u>	<u>Yes</u>
Project Delivery Approach	No forms are provided.	<u>Exhibit B, Section 4.2</u>	<u>30</u>	<u>Yes</u>
Quality Management Plan	No forms are provided.	<u>Exhibit B, Section 4.3</u>	<u>15</u>	<u>Yes</u>
<b>D. Technical Proposal Appendices</b>				
Key Personnel Resumes and References	No forms are provided.	<u>Exhibit B, Section 3.2.4</u>	<u>2 Pages per resume/person</u>	<u>No</u>
Technical Drawings, Graphs, and Data	No forms are provided.	<u>Exhibit B, Section 4.1.2</u>	<u>N/A</u>	<u>No</u>
Concept MOT Plan(s)	No forms are provided.	<u>Exhibit B, Section 4.1.1</u>	<u>N/A</u>	<u>No</u>
Aesthetic and Landscape Concepts (3 separate plans)	No forms are provided.	<u>Exhibit B, Section 4.1.4</u>	<u>N/A</u>	<u>No</u>
Life Cycle Cost Analysis	No forms are provided.	<u>Exhibit B, Section 4.1.5</u>	<u>N/A</u>	<u>No</u>
Project Organization Chart	No forms are provided.	<u>Exhibit B, Section 4.2.1</u>	<u>N/A</u>	<u>No</u>
Preliminary Baseline Schedule	No forms are provided.	<u>Exhibit B, Section 4.2.1</u>	<u>N/A</u>	<u>No</u>
Quality Personnel Organization Chart	No forms are provided.	<u>Exhibit B, Section 4.3.1</u>	<u>N/A</u>	<u>No</u>
<b>E. Proposal Security (Proposal Bond or Letter of Credit)</b>				
Proposal Bond	<u>Form J-1</u>	<u>ITP Section 4.2.2; Exhibit B, Section 3.3.1</u>	<u>N/A</u>	<u>No</u>

<b>Proposal Component</b>	<b>Form (if any)</b>	<b>ITP Section Cross-Reference</b>	<b>Page Limit (based on single-side pages)</b>	<b>Included in 100-Page Limit</b>
Letter of Credit (Proposal)	<u>Form J-2</u>	<u>ITP Section 4.2.2; Exhibit B, Section 3.3.2</u>	N/A	<u>No</u>
<b>F. Escrow Agreement</b>				
Copy of Executed Escrow Agreement	Form K	<u>ITP Section 4.2.2; Exhibit B, Section 3.4</u>	<u>N/A</u>	<u>No</u>
<b>Financial Proposal</b>				
Proposers shall follow the order of this checklist in their submissions. A referenced copy of this document shall be submitted with the Financial Proposal.				
<b>A. Updated Financial Information</b>				
Audited Fiscal Financial Statements for All Periods Subsequent to the QS and Unaudited Interim Financial Statements	No forms are provided.	<u>Exhibit C, Section 2</u>	<u>N/A</u>	<u>No</u>
Additional Financial Statements if Proposer is a Newly Formed Entity	No forms are provided.	<u>Exhibit C, Section 2</u>	<u>N/A</u>	<u>No</u>
Audited Fiscal Financial Statements from any required Guarantor	No forms are provided.	<u>Exhibit C, Section 2; Exhibit B, Section 3.2.11</u>	<u>N/A</u>	<u>No</u>
For Publicly Held Companies, Most Recent SEC 10-K and 10-Q Reports and Any 8-Ks Filed Since The QS	No forms are provided.	<u>Exhibit C, Section 2</u>	<u>N/A</u>	<u>No</u>
Credit Ratings	No forms are provided.	<u>Exhibit C, Section 2</u>	<u>N/A</u>	<u>No</u>
Letter Regarding Material Change in Financial Condition since Submission of the QS and for Next Reporting Period	No forms are provided.	<u>Exhibit C, Section 2</u>	<u>N/A</u>	<u>No</u>



<b>Proposal Component</b>	<b>Form (if any)</b>	<b>ITP Section Cross-Reference</b>	<b>Page Limit (based on single-side pages)</b>	<b>Included in 100-Page Limit</b>
Letter Disclosing All Material Off-Balance-Sheet Liabilities	No forms are provided.	<u>Exhibit C, Section 2</u>	<u>N/A</u>	<u>No</u>
<b>B. Contract Price Information</b>				
Contract Price	<u>Form M-1</u>	<u>Exhibit C, Section 3.1</u>	N/A	<u>No</u>
Itemized Contract Price Breakdown	<u>Form M-1.1</u>	<u>Exhibit C, Section 3.1</u>	N/A	<u>No</u>
Itemized Pavement Rehabilitation Breakdown	<u>Form M-1.1.1</u>	<u>Exhibit C, Section 3.1</u>	N/A	<u>No</u>
Itemized Landscape and Aesthetics Breakdown	<u>Form M-1.1.2</u>	<u>Exhibit C, Section 3.1</u>	N/A	<u>No</u>
Maximum Payment Schedule	<u>Form M-2</u>	<u>Exhibit C, Section 3.1</u>	N/A	<u>No</u>
EPDs (to be delivered separately into escrow as provided in ITP <u>Section 4.3.2</u> , together with three original executed Escrow Agreements)	No forms are provided.	<u>ITP Section 4.3.2; Exhibit C, Section 3.2</u>	N/A	<u>No</u>
<b>C. Completion Deadlines</b>				
Completion Deadlines	<u>Form N</u>	<u>Exhibit C, Section 3.1</u>	<u>N/A</u>	<u>No</u>

## Exhibit F FORM OF STIPEND AGREEMENT

### STIPEND AGREEMENT (SR-91 Corridor Improvement Project)

THIS STIPEND AGREEMENT is made and entered into as of this \_\_\_\_\_ day of 201\_, by and between the Riverside County Transportation Commission (“RCTC”) and \_\_\_\_\_, a \_\_\_\_\_, duly authorized to conduct business in the State of California (“Proposer”), with reference to the following facts:

A. Proposer is one of the design-build proposers prequalified to submit Proposals for the SR-91 Corridor Improvement Project (the “Project”), and wishes to submit a Proposal in response to the Request for Proposals for the Project issued by the RCTC on \_\_\_\_\_, 201\_ (as amended, the “RFP”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

B. The RFP requires each prequalified design-builder to execute and deliver a Stipend Agreement to the RCTC by the date specified in the RFP, as a condition to RCTC’s acceptance of a Proposal from such design-builder.

NOW, THEREFORE, the Proposer hereby agrees as follows:

#### 1. SERVICES AND PERFORMANCE

- (a) RCTC hereby retains Proposer to prepare a responsive Proposal in response to the RFP. A “responsive” Proposal means a Proposal submitted by a prequalified Proposer which conforms in all material respects to the requirements of the RFP, as determined by RCTC, in its sole discretion, and is timely received by RCTC.
- (b) Subject to the provisions of the RFP Documents regarding ownership of EPDs, all work performed by Proposer and its team members pursuant to this Stipend Agreement and in connection with the Proposal shall be considered work for hire, and the products of such work shall become the property of RCTC without restriction or limitation on their use. Neither Proposer nor any of its team members shall copyright any of the material developed under this Stipend Agreement.

#### 2. TERM

Unless otherwise provided herein, the provisions of this Stipend Agreement shall remain in full force and effect until the earlier to occur of (a) eighteen months from the date of the execution of this Stipend Agreement or (b) the date payment is delivered hereunder. Services are authorized to commence effective upon the execution date of this Stipend Agreement and the work product is due no later than the Proposal Due Date.

#### 3. COMPENSATION AND PAYMENT

- (a) If, following receipt of Proposals as requested by the RFP, the Contract is awarded by RCTC to a proposer other than Proposer, then, subject to the terms of Section 6.3 of the ITP and this Stipend Agreement (including, without limitation, Proposer’s full compliance therewith), RCTC agrees to pay Proposer for the herein described services a lump sum in the amount of \$650,000.00. Proposer will not be compensated if the Proposal, including, without limitation, the Financial Proposal, is determined by RCTC to be non-responsive, and/or fails to achieve a passing

score on any of the pass/fail criteria in Section 5.3 of the ITP, or if RCTC withdraws the RFP prior to the due date for Proposals.

- (b) If RCTC awards the Contract to Proposer, Proposer will not be entitled to compensation hereunder, including, without limitation, payments under Section 3(a).
- (c) To be eligible for payment of a stipend under this Stipend Agreement, within 7 days after notice of final award is posted by RCTC, Proposer shall submit a request to RCTC in writing pursuant to which Proposer shall affirmatively and clearly state, in a manner acceptable to RCTC, in its sole discretion, that Proposer will not protest or contest RCTC's award of the Contract and shall include an unconditional, express, and irrevocable waiver therefor. Proposer acknowledges and agrees that should it protest or contest the award, it shall forfeit and not be eligible to receive a stipend or other payment under this Stipend Agreement.
- (d) Payment will be owing hereunder only after receipt and approval of goods and services, and will be made within thirty (30) days after receipt of a proper invoice submitted to RCTC under this Section 3(d). Such invoice may not be submitted until one Business Day after the earlier to occur of (i) award of the Contract, (ii) cancellation of the procurement, or (iii) expiration of the time period for award stated in the RFP, as the same may have been extended by RCTC pursuant to the terms of the RFP. RCTC will advise Proposer when said Contract is executed.
- (e) This Stipend Agreement involves the submission of a Proposal by Proposer that must be received by the due date set forth in the RFP and determined responsive by RCTC as a condition of Proposer's eligibility for the payment set forth in Section 3(a).

#### 4. INDEMNITIES AND SURETYSHIP

- (a) INDEMNITY. Proposer agrees that it will indemnify, defend, and hold harmless RCTC and all of RCTC's commission members, officers, agents, representatives, and employees from any claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including attorneys' fees and costs) arising out of any acts, actions, neglect, omissions, fault, willful misconduct, violation of law or breach by Proposer, its agents, employees, or Subcontractors during the performance of this Stipend Agreement, whether direct or indirect, and whether to any person or property to which RCTC or said parties may be subject, except that neither Proposer nor any of its Subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole gross negligence of RCTC or any of its commission members, officers, agents, or employees.
- (b) Proposer's obligation to indemnify, defend, and pay for the defense or at RCTC's option, to participate and associate with RCTC in defense of any claim and any related settlement negotiations, shall be triggered by RCTC's notice of claim for indemnification to Proposer. Only a final and unappealable adjudication or judgment specifically finding RCTC solely and grossly negligent shall excuse performance of this provision. Proposer shall pay all costs and fees related to this obligation and its enforcement by RCTC. RCTC's failure to notify Proposer of a claim shall not release Proposer of the above duty to defend.

#### 5. COMPLIANCE WITH LAWS

- (a) Proposer acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to RCTC during this procurement process, excluding only the EPDs, are, upon their receipt by RCTC, the property of RCTC and are subject to the California Public Records Act (Chapter 3.5, commencing with Section 6250, of Division 7 of Title I of the Government Code).
- (b) Proposer shall comply with all federal, state, and local laws; ordinances; rules; and regulations applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Stipend Agreement.
- (c) Proposer covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to work performed under this Stipend Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Stipend Agreement.

#### 6. EARLY TERMINATION

This Stipend Agreement may be terminated by RCTC, in its sole discretion, in whole or in part, at any time. No payment will be owing by RCTC in the event of any such termination, except as provided in Section 3(a), above.

#### 7. ASSIGNMENT

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

#### 8. MISCELLANEOUS

- (a) Proposer and RCTC agree that Proposer, its equity owners, team members, and their respective employees are not agents or representatives of RCTC as a result of this Stipend Agreement.
- (b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- (c) This Stipend Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Stipend Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.
- (d) It is understood and agreed by the parties hereto that if any part, term, or provision of this Stipend Agreement is by the courts held to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Stipend Agreement did not contain the particular part, term, or provisions to be invalid.
- (e) This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any proceeding relating to this

Stipend Agreement shall be in the Superior Court of the County of Riverside, California.

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

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

RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

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

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

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

APPROVED AS TO FORM:

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

[insert Proposer's name]

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

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

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

**Exhibit G**  
**RCTC CONFLICT OF INTEREST POLICY FOR**  
**SR-91 CORRIDOR IMPROVEMENT PROJECT**

**RCTC Conflicts of Interest Policy for  
State Route 91 Corridor Improvement Project**

**Section 1. Purpose.** This Policy prescribes Conflict of Interest policies applicable to private entities, including Consultants and Proposers, participating or desiring to participate in the Commission's planning, procurement, design, construction or development of the Project. A private entity's failure to comply with these standards of conduct may result in potential liability to the Commission and to the private entity's preclusion from participation in the Project. This Policy is intended to apply in the context of the Commission's development of the Project pursuant to a design-build contract or a public-private partnership.

**Section 2. Definitions.**

**Section 2.1.** "Affiliate" means with respect to any Consultant: (a) any member, partner or joint venturer of such Consultant; (b) any individual or entity that directly or indirectly controls, or is controlled by, or is under common control with, such Consultant or any of its members, partners or joint venturers; and (c) any other entity for which 20% or more of the equity interest in such other entity is held directly or indirectly, beneficially or of record by (i) such Consultant, (ii) any of such Consultant's members, partners or joint venturers or (iii) any Affiliate of such Consultant under clause (b) of this definition.

**Section 2.2.** "Commission" means the Riverside County Transportation Commission.

**Section 2.3.** "Conflict of Interest" means a circumstance arising out of a Consultant's existing or past activities, including past activities as a Consultant to or employee of the Commission, business interests, familial relationships, contractual relationships, and/or organizational structure (i.e., Affiliates, etc.) wherein (i) the Consultant is or may be unable to render impartial assistance or advice to the Commission, (ii) the Consultant's objectivity in performing the scope of work sought by the Commission is or might be otherwise impaired, (iii) the Consultant has, or is perceived to have, an unfair competitive advantage; (iv) the Consultant's performance of Services on behalf of the Commission does or may provide an unfair competitive advantage to a third party; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Consultant or a third party as a result of the Consultant's participation on the Project.

**Section 2.4.** "Consultant" means any person or business entity (including any individual employee of such entity or any division and/or Affiliate of such entity) previously or currently retained, or in the process of being retained, by the Commission to provide Services in connection with the Project, including subconsultants and individual employees of subconsultants.

**Section 2.5.** "Executive Director" means the executive director of the Commission or his or her designee.

**Section 2.6.** "Policy" means this RCTC Conflicts of Interest Policy.

**Section 2.7.** "Project" means the SR-91 Corridor Improvement Project.



**Section 2.8.** "Proposer" means any person or business entity, including joint-ventures, partnerships, limited liability companies, corporations, consortiums, teams or other groups or organizations of individuals or entities, or the individuals and entities that make up such groups, that have submitted a qualification submittal or proposal for work on the Project or are interested in submitting a qualification submittal or proposal for work on the Project.

**Section 2.9.** "Services" means, in the context of this Policy, consulting services related to the Project, which may include, but are not limited to, some or all of the following: planning services, procurement services, federal and state environmental services; financial advisory services; legal services; traffic and revenue studies; operations and toll planning services; program oversight; design and construction management services, preliminary engineering services (including right-of-way, structures, survey and utility), and public and community outreach services.

**Section 3. Conflicts of interest.**

**Section 3.1.** Purpose. This section prescribes the Commission's policy on Conflicts of Interest relating to Consultants participating or desiring to participate in the planning, procurement, design, construction or development of the Project, and thereby:

- (A) protects the integrity and fairness of the planning, procurement, design, construction or development of the Project;
- (B) avoids circumstances where a Consultant or Proposer obtains, or appears to obtain, an unfair competitive advantage as a result of work performed by a Consultant;
- (C) provides guidance to Consultants and Proposers, or potential Consultants and Proposers, so they may assess, and make informed business decisions concerning their decision to provide Services on the Project or to submit a qualification submittal and/or proposal related to the design, construction or development of the Project; and
- (D) protects the Commission's interests and confidential and sensitive Project-specific information.

**Section 3.2.** Applicability. This Policy applies to Consultants who desire to participate in, have participated in or are participating in the performance of Services for the Commission related to the Project. This Policy may prohibit or restrict the ability of a Proposer to have a Consultant participate on a Proposer team as an equity owner or team member, act as a consultant or subconsultant to the Proposer, or have a financial interest in the Proposer or an equity owner or team member of a Proposer. This Policy relates solely to the Project and does not address the Commission's approach to conflicts of interest on other Commission projects.

**Section 3.3.** Conflicts of Interest Disclosure

**Section 3.3.1.** Obligation to Disclose. Consultants participating in the Project shall arrange their affairs so as to prevent Conflicts of Interest from arising. Any Consultant having an actual, potential or perceived Conflict of Interest shall disclose the matter to the Commission in writing to the following individual:

Mr. Greg Moore  
Procurement and Asset Manager

Riverside County Transportation Commission  
4080 Lemon Street, 3rdFloor  
Riverside, CA 92502  
Email: gmoore@rctc.org

Disclosures will also be requested as part of any request for qualifications or request for proposals relating to the design, construction or development of the Project.

The Consultant's Conflict of Interest disclosure obligation is ongoing. Consultants should undertake reasonable due diligence, including necessary conflict searches, to determine whether new actual, potential or perceived Conflicts of Interest arise. Due diligence should extend to investigation of past relationships and, if the Consultant is an entity, to officers or directors of the Consultant. If a Consultant becomes aware of an actual, potential or perceived Conflict of Interest at any time during its participation in the Project, the Consultant shall promptly disclose the matter to the Commission as described herein.

**Section 3.3.2. Failure to Comply.** If a Consultant fails to comply with this Policy, including failure to comply with any mitigative measures imposed under this Policy, or otherwise fails to disclose an actual, potential or perceived Conflict of Interest, the Commission may, in its sole discretion:

- (A) Preclude and/or disqualify the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, from participation in the planning, procurement, design, construction and/or development of the Project, including any competitive process associated therewith;
- (B) Require the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, to implement mitigative measures;
- (C) Segregate or terminate the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, from planning, procurement, design, construction and/or development of the Project; and/or
- (D) Pursue any and all other rights and remedies available at law, in equity or set forth in any request for qualifications or request for proposals, which rights and remedies shall include the right to seek any and all direct or indirect costs and damages resulting from the Consultant's failure to comply with this Policy, including, but not limited to, costs resulting from third-party challenges to the procurement or the Commission's re-procurement of the Project.

**Section 3.4. Period in Which a Conflict of Interest Applies.** If the Executive Director determines that the performance of Services by a Consultant creates an actual, potential or perceived Conflict of Interest, the provisions in this Policy and any decisions made by the Commission related to such Conflict of Interest (including prohibitions, mitigative measures, etc.) shall continue and apply for the duration of the planning, procurement, design, construction and development of the Project, provided that the Executive Director may, on a case-by-case basis and in his or her sole discretion, modify the length of this time period in writing if he/she determines that the modification is in the best interests of the Commission and the Project.

**Section 3.5. Application to New Firm.** If a Conflict of Interest applies to an individual, the Conflict of Interest and prohibition with respect to the individual will not apply to the individual's new place of employment, unless the new employer is an Affiliate of the employee's previous employer. If the new employer is not an Affiliate of the previous employer and is otherwise eligible to perform Services for the Commission pursuant to this Policy and applicable law, the new employer will remain eligible despite the employment of the individual, but mitigative measures may be required of the new employer with respect to the employee.

**Section 3.6. Federal and State Requirements.**

**Section 3.6.1. Federal and State Laws.** For federal-aid projects and in certain other circumstances, the Commission must comply with the Federal Highway Administration's organizational conflict of interest regulations found in 23 CFR §636.116. The Commission must also comply with certain California laws and regulations, including, without limitation, Government Code §§1090 and 87100 et seq.. Nothing in this Policy is intended to limit, modify, supersede or otherwise alter the effect of those laws and regulations, and the Commission will apply this Policy consistent with those laws and regulations.

**Section 3.6.2. Limitations on Commission Consents and Approvals.** To the extent that application of the federal and state laws and regulations described in Section 3.6.1 would preclude or limit participation by a Consultant or an individual with respect to the Project, then notwithstanding any other aspect of this Policy or any contrary decision by the Commission in response to an actual, potential or perceived Conflict of Interest under this Policy, such federal and state laws and regulations shall control and be determinative. Under no circumstances shall a decision, approval or consent by the Commission in response to a disclosure, request or actual, potential or perceived Conflict of Interest under this Policy be considered an opinion with respect to the applicability or effect of such federal and state laws or regulations, and Consultant shall bear all responsibility and liability for determining if a conflict under federal and/or state laws or regulations exist in relation to the Consultant's work or proposed work on the Project.

**Section 3.7. Binding Effect of Commission Decisions.** The Commission shall not withdraw or amend a prior consent or approval granted to a Consultant under this Policy unless:

(A) The application of the federal and state laws and regulations described in Section 3.6 requires the consent or approval to be withdrawn or amended; or

(B) The Commission decides, in its sole discretion, to withdraw or amend the consent or approval based on factual circumstances that the Commission has been made aware of that were not disclosed when the Commission made its original decision, or factual circumstances that are new or have changed since the Commission made its original decision; or

(C) The Consultant or Proposer team fails to comply with any mitigative measures imposed under this Policy.

**Section 3.8. General Conflict of Interest Standards.** Except as provided in Section 3.9 of this Policy, no Consultant that has previously provided Services or that is currently providing Services to the Commission with respect to the Project may be a Proposer or participate as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Project, or have a financial interest in any of the foregoing entities with respect to the Project.

**Section 3.9. Determination Regarding Provision of Services for the Project.**

**Section 3.9.1. Discretion of the Commission.** Unless otherwise indicated in this Policy, all approvals, actions or discretion under this Policy and with respect to an actual, potential or perceived Conflict of Interest shall be within the sole discretion of the Commission. Unless a particular decision regarding application of this Policy is referred to the Commission's Board of Directors by the Executive Director, the Executive Director retains the ultimate and sole discretion to act on behalf of the Commission hereunder and to determine on a case-by-case basis whether an actual, potential or perceived Conflict of Interest exists and what actions may be appropriate to avoid, neutralize, or mitigate any actual, potential or perceived Conflict of Interest.

**Section 3.9.2. Determination Process.** In response to a disclosure under Section 3.3 above or information the Commission obtains independent of a Consultant, the Executive Director shall determine whether a Consultant has an actual, potential or perceived Conflict of Interest that the Executive Director determines should prevent the Consultant from (i) being a Proposer, (ii) participating as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Project, (iii) having a financial interest in any of the foregoing entities with respect to the Project or (iv) otherwise participating in the design, construction or development of the Project. Once the Executive Director makes this determination, he/she shall send the Consultant a written notice regarding the decision and, if participation is approved, whether the approval and participation is limited or subject to the Consultant meeting certain conditions. The Executive Director shall consider some or all of the following factors when making the determination:

(A) Whether the Consultant will not, or in the case of the previous performance of Services did not, have access to or obtain knowledge of confidential or sensitive information, procedures, policies and processes that could provide, or could be perceived to provide, an unfair competitive advantage with respect to the procurement, design, construction or development of the Project;

(B) Whether the data and information provided to the Consultant in the performance of the Services is either substantially irrelevant to the procurement for the Project or is generally available on substantially an equal and timely basis to all Proposers;

(C) The type of Services at issue;

(D) The particular circumstances at issue, including the Consultant's ability to effectively implement the safeguards described in Section 3.12, including an ethical wall, or to otherwise mitigate the Conflict of Interest in a manner satisfactory to the Commission;

(E) The specialized expertise, if any, needed by the Commission and Proposers to implement the Project;

(F) The period of time between the previous work for the Commission and the potential Conflict of Interest situation;

(G) Whether the Consultant's work for the Commission has been completed or is ongoing;

(H) The potential impact on the procurement and implementation of the Project, including impacts on competition;

(I) Whether, with respect to a Consultant's prior environmental services related to the Project, if any, a record of decision or finding of no significant impact has been issued for the Project;

(J) Whether, with respect to a Consultant's prior traffic and revenue Services related to the Project, if any, the prior work will have no impact on the Project's plan of finance, on a Proposer's ability to obtain and close funding or on the potential sources of funding for the Project;

(K) Whether the Executive Director believes that the Consultant's participation is in the best interests of the Commission; and

(L) Any other factors or circumstances deemed relevant by the Commission.

**Section 3.10. Procurement and Financial Services.** Independent of the process described in Section 3.9, a Consultant actively engaged and performing procurement services or financial services with respect to the Project may not be a Proposer or participate as an equity owner, team member, consultant, or subconsultant of or to a Proposer for the Project, or have a financial interest in any of the foregoing entities with respect to the Project.

**Section 3.11. Multiple Services.** If a Consultant is providing more than one category or type of Services to the Commission for the Project (e.g., environmental services as well as procurement services) and there are differences in this Policy's considerations, standards, restrictions, limitations and outcomes applicable to those categories or types of Services, the standards, restrictions, limitations and outcomes applicable to a category that are more stringent will be applied (e.g., if a Consultant were only providing preliminary engineering services that have been completed, they may be approved to participate on a Proposer team, whereas, if they were also providing ongoing procurement services for the Project, they may not be approved to participate on a Proposer team).

**Section 3.12. Restriction of Services and Conditions to Approvals and Exceptions.** In order to address actual, potential or perceived Conflicts of Interest, the Executive Director as part of providing his or her consent to the participation of a Consultant may, in his or her sole discretion:

(A) Restrict the scope of Services the Consultant may be eligible to perform for the Commission or the Proposer team in order to further the intent and goals of this Policy; and

(B) Condition an approval, determination, or exception as the Executive Director determines appropriate to further the intent and goals of this Policy, including by requiring the Consultant or Proposer to implement certain safeguards, including:

(i) The execution of confidentiality agreements satisfactory to the Commission, which may, among other things, include the segregation and protection of information obtained as a result of the Consultant's prior or ongoing work for the Commission or from former or current Commission employees; and/or

(ii) The execution of ethical wall agreements satisfactory to the Commission, which segregate certain personnel from participation in the Project; and/or

(iii) The execution of agreements satisfactory to the Commission regarding the dissemination of work product and materials created as a result of Consultant's prior or ongoing work for the Commission, including dissemination to the Commission and restrictions on dissemination by the Consultant to any Proposer team, including a team on which they intend to participate.

**Section 3.13.** Provisions are Nonexclusive. The provisions in this Policy do not address every situation that may arise in the context of the Commission's planning, procurement, design, construction or development of the Project nor require a particular decision or determination by the Executive Director when faced with facts similar to those described in this Policy. In addition, additional policies, procedures and limits related to conflicts of interest or similar issues may be imposed by the Commission at any time with respect to the Project or any other Commission projects.

## **Exhibit H ONE-ON-ONE MEETING PROTOCOLS**

### **State Route 91 Corridor Improvement Project**

#### **Communication Protocol Agreement**

July 26, 2012

To All Prequalified Proposers:

On December 13, 2010, the Riverside County Transportation Commission (“RCTC”) notified you that, based on RCTC’s evaluation of your Statement of Qualifications submitted in response to RCTC’s Request for Qualifications issued on September 2, 2010, you have been prequalified in connection with the design-build procurement for the State Route 91 Corridor Improvement Project (the “Project”).

This correspondence is to advise you of the rules and procedures of the communication protocol and to provide you certain information concerning the industry review process. Upon receipt of your countersigned copy of this letter, as described below, you will be provided access to the final Request for Proposals (“RFP”) for the Project containing Instructions to Proposers (“ITP”), a Design-Build Contract (“Contract”), Technical Provisions and certain other documents. Such documents will be posted to RCTC’s public website. The ITP, Contract, Technical Provisions, Reference Materials and any Addenda thereto are collectively referred to as the “Procurement Documents”. All capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such term in the ITP.

RCTC will give each of the prequalified Proposers seeking award of the Contract for the Project the opportunity to (i) review and submit written questions regarding the Procurement Documents; (ii) review additional materials posted to RCTC’s website; and (iii) attend one-on-one meetings with RCTC and its representatives to discuss the Procurement Documents and the Project prior to submitting a Proposal.

It is RCTC’s intent to receive comments and questions from Proposers concerning the final Procurement Documents. These comments and questions may, at RCTC’s sole discretion, be incorporated into final Procurement Documents prior to Proposers submitting a Proposal.

As a condition of continued participation in the procurement process and access to the final Procurement Documents, RCTC requires that each Proposer execute and return Attachment A (Countersignature to Communication Protocol Agreement) to Mr. Matt Wallace at [SR91DesignBuild@rctc.org](mailto:SR91DesignBuild@rctc.org), followed by delivery of an original via US mail or other means to Riverside County Transportation Commission, Attention: Matt Wallace – Procurement Manager, P.O. Box 12008, Riverside, California 92502-2208.

By executing Attachment A, the Proposer acknowledges and agrees to the terms and conditions of this Communication Protocol Agreement, to strictly maintain the confidentiality of all Procurement Documents (except as otherwise required by law), and to take normal and reasonable precautions to maintain such confidentiality so that the Proposer does not disclose any information concerning the Procurement Documents to any unauthorized third party.

## Access to Project Data Site and Materials

Each Proposer is responsible for monitoring RCTC's website for information regarding the Project and the Procurement Documents.

RCTC's website will include documents, materials, and information, pertaining to the Project (the "Reference Materials"). The Reference Materials are confidential and not for dissemination and are provided for the Proposer's use only in preparation of its Proposal. Except as required by law, Proposers shall not disclose any Reference Materials, final Procurement Documents or any other Project-related materials provided by RCTC to any party, except that disclosure to retained legal, technical, and financial consultants who have been informed of the confidentiality provisions of these materials is permitted. Each Proposer shall be solely and strictly responsible for the compliance with this letter agreement by its employees, officers, agents, representatives and consultants. Any impermissible disclosure by a Proposer or its consultants shall, in RCTC's sole discretion, be grounds for disqualification from further participation in the procurement process.

Proposers are responsible to review the Procurement Documents, including the Reference Materials, as part of their due diligence. RCTC does not represent or warrant that the Reference Materials are accurate or complete, or constitute all documents, materials, and information relevant to understanding the Project or preparing a Proposal. Proposers are not authorized to rely on the Reference Materials. Use of the Reference Materials shall be at the Proposer's sole discretion and risk. Nothing contained in the Reference Materials shall be binding on RCTC or modify, alter or otherwise change the Project procurement process, the Procurement Documents or any existing or future agreement between the Proposer and RCTC.

## Rules of Contact

The issuance of final Procurement Documents is a continuation of the formal procurement process that commenced with the issuance of the RFQ. Accordingly, Proposers are required to abide by the following rules of contact, which will also be set forth substantially in the same form as the ITP, starting on the date the industry review package was issued, which was May 7, 2012 and ending on the earliest of (i) execution and delivery of the Contract, (ii) rejection of all Proposals by RCTC or (iii) cancellation of the RFP. These rules are designed to promote a fair and unbiased procurement process, with each Proposer having reasonably equitable access to information. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

- (a) No Proposer or any of its team members may communicate with another Proposer or its team members with regard to the Procurement Documents or either team's Proposal, except that (i) subcontractors 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 teams and (ii) this prohibition does not apply to public discussions regarding the Procurement Documents at any RCTC-sponsored informational meetings.
- (b) Only the authorized representative identified by each Proposer in accordance with Section 2.2.2 of the ITP shall correspond with RCTC regarding the Project, the Procurement Documents or the procurement. Such authorized representatives shall only communicate **in writing** to RCTC through Mr. Matt Wallace at the address and e-mail provided above.



- (c) No Proposer or representative thereof shall have any ex parte communications regarding the Procurement Documents or the procurement with any member of RCTC, Orange County Transportation Authority, Caltrans, the City of Corona, Riverside County and other Stakeholders or with any RCTC staff, advisors, contractors or consultants involved with the procurement, except for communications expressly permitted by the Procurement Documents or except as approved in advance by Mr. Matt Wallace or the Executive Director of RCTC, in their sole discretion. Proposer requests to contact Stakeholders shall be submitted in writing and shall identify (1) the Stakeholder that the Proposer intends to contact, if possible; and (2) the specific purpose and subject matter of the proposed contact. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the Project, the Procurement Documents or the procurement, or from participation in public meetings of RCTC related to the Project, or any public or Proposer workshop related to the Procurement Documents. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of RCTC.
- (d) During the procurement, RCTC intends to be the sole source of all public statements about the Project and the procurement (e.g., press releases, public notices, etc.).
- (e) Any communications determined by RCTC, in its sole discretion, to be improper or not in compliance with this letter agreement may result in disqualification.
- (f) Any official information regarding the Project, the procurement, and the Procurement Documents will be disseminated in writing, on RCTC letterhead, and signed by Mr. Matt Wallace or his designee.
- (g) RCTC will not be responsible for, and Proposers may not rely on, any oral or written exchange or any other information or exchange that occurs outside the official process specified herein.

### **Proposer Questions**

Proposers shall be responsible for reviewing the Procurement Documents and any Addenda issued thereto, Project-related documents or communications provided by RCTC, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, inconsistency, error or omission contained therein, or of any provision which the Proposer fails to understand. Failure of Proposer to so examine and inform itself shall be at its sole risk, and no relief for any discrepancy, deficiency, ambiguity, inconsistency, error or omission will be provided by RCTC.

Proposers may submit, and RCTC will respond to, requests for written clarification as set forth below. The responses will not be considered part of the Contract nor will they be relevant in interpreting the Contract, except as expressly set forth therein.

Proposers shall submit questions regarding the Project, Procurement Documents, Project-related documents or communications provided by RCTC, including requests for additional information, for clarification, for interpretation or to correct errors, to Mr. Matt Wallace, by hard copy, facsimile or other electronic transmission in the prescribed format. No telephone or oral requests will be considered, and e-mail requests must be followed up by a facsimile or other hard copy delivery. The questions and comments should be submitted in Microsoft Word® and on the form included as Exhibit 1.

Questions and comments, including requests for clarification or interpretation, shall: (i) be sequentially numbered; (ii) specifically reference the relevant RFP volume, section and page number, unless such request is of general application (in which case the request for clarification shall so note); (iii) identify the relevant section number and page number or, if it is a general question, indicate so; (iv) include any suggested alternative RFP language and/or solutions that would provide the clarification sought by Proposer; and (v) not identify the Proposer's identity in the body of the question.

Proposers will be limited to **75** questions per RFP version issued, including Addenda, if any. If a question has more than one subpart, each subpart will be considered a separate question. Corrections of typographical errors, incorrect cross references or internal inconsistencies within or among the Procurement Documents will be excluded from the **75** question limitation.

Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the State Route 91 Corridor Improvement Project. Questions may be submitted only by the Proposer's designated representative(s) identified in accordance with Section 2.2.2 of the ITP, and must include the requestor's name, address, telephone and facsimile numbers, and the Proposer he/she represents.

RCTC reserves the right to not consider questions or requests not meeting the foregoing requirements. No questions or requests addressed to any person other than Mr. Matt Wallace, or his designee, will be considered.

### **Responses to Questions; Confidential and Proprietary Information**

During the procurement process, responses to questions will be provided in writing and delivered to each Proposers or maybe posted on RCTC's website for each Proposer to view, except those questions deemed by RCTC or identified by a Proposer that contain confidential or proprietary information relating to the Proposer's Proposal in which case those confidential questions will not be posted for viewing by all Proposers and addressed in writing solely to the individual responsible Proposer. RCTC reserves the right to disagree with the Proposer's assessment regarding confidentiality of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, RCTC will notify the Proposer, in which case the Proposer may withdraw the question in writing, rephrase the question or retract the confidentiality designation, each within a time period specified by RCTC, or if RCTC determines that it is appropriate to provide a general response, RCTC will modify the question to remove information that RCTC, in its sole discretion, determines is confidential. Failure of the Proposer to respond within such specified time frame shall mean that the Proposer has retracted the confidentiality designation. If the Proposer retracts the confidentiality designation or if RCTC modifies the question to remove confidential information, RCTC shall answer the question for all Proposers. RCTC may rephrase questions as it deems appropriate, may consolidate similar questions and may include questions it develops.

### **One-on-One Meeting**

RCTC intends to conduct one-on-one meetings with each Proposer on the dates set forth in the ITP, and on such other dates designated by RCTC in writing to the Proposers, to discuss issues and clarifications regarding the Project, the Procurement Documents, the procurement, and other communications provided by RCTC or the Proposers. RCTC reserves the right to disclose to all Proposers any issues or questions raised during the one-on-one meetings, except to the extent that RCTC determines, in its sole discretion, such disclosure would materially

impair the confidentiality of information submitted as part of the procurement process or would reveal a Proposer's confidential business strategies. RCTC also reserves the right to make changes to the Procurement Documents as a result of a Proposer's questions, regardless of whether a question was confidential or proprietary.

The one-on-one meetings are **mandatory** for all prequalified Proposers. Unless otherwise specified in writing by RCTC, all one-on-one meetings shall be held in Riverside, California or a location determined by RCTC. Prior to each one-on-one meeting, RCTC shall notify each prequalified Proposer of the date, time, location, and expected duration of each meeting, and number of representatives from Proposer that may attend ("One-on-One Meeting Notice").

In advance of each one-on-one meeting, each Proposer is requested to submit the following documents to Mr. Matt Wallace at the email address set forth above by the time specified in the One-on-One Meeting Notice.

A. A set of the Proposer's written questions and comments relating to the Procurement Documents as well as other matters. The questions and comments should be submitted electronically in Microsoft Word<sup>®</sup> in the format attached as Exhibit 1.

B. A written agenda and list of Proposer's one-on-one meeting attendees, not to exceed the number of members specified in the One-on-One Meeting Notice. This information shall include the name, title, and firm of each participant.

All Proposer representatives at each one-on-one meeting will be required to execute an Acknowledgment Regarding One-on-One Meetings in the form attached hereto as Attachment B. RCTC representatives and consultants participating in the one-on-one meetings shall also execute Attachment B.

The one-on-one meetings will adhere to the following:

- The meetings are intended to provide Proposers with a better understanding of the Project, the Procurement Documents, Project-related documents, the procurement, and other communications provided by RCTC or the Proposer.
- RCTC will not discuss with any Proposer any Proposal other than its own.
- The Proposers shall not seek to obtain commitments from RCTC in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.
- RCTC will not guide the development of a Proposal or coach a Proposer on the development of its Proposal.
- No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers, and no part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings.
- The discussions or any statements made by either party shall not be binding on such entity.

During one-on-one meetings, Proposers may provide information and comments and may ask questions, and RCTC may provide responses. However, any responses RCTC provides during one-on-one meetings may not be relied upon unless questions were submitted in writing, or RCTC chooses to state the question in writing, and RCTC responds in writing as set forth above under "Responses to Questions; Confidential and Proprietary Information." The questions and RCTC's responses will be provided in writing to all Proposers, except to the extent such

questions are deemed by RCTC to contain confidential or proprietary information related to a particular Proposer's Proposal.

# Exhibit 1

## RFP COMMENT FORM

Comment Sheet No. \_\_\_\_\_ of \_\_\_\_\_ Sheets

Part No.	Section No.	Comment(s)	Reserved for RCTC Response

**ATTACHMENT A**

**DESIGNATION OF PROPOSER AUTHORIZED REPRESENTATIVE AND  
COUNTERSIGNATURE TO COMMUNICATION PROTOCOL AGREEMENT**

The undersigned Proposer, on its own behalf and on behalf of its team members, designates, as its representative authorized to receive documents, notices, and Addenda and act on behalf of Proposer relating to this procurement ("Proposer Authorized Representative"), the following individual:

Name of Proposer Authorized Representative:  
\_\_\_\_\_

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

Address of Proposer Authorized Representative:  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email of Proposer Authorized Representative:  
\_\_\_\_\_

Fax: \_\_\_\_\_

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

The undersigned Proposer, on its own behalf and on behalf of its team members, hereby confirms its intent to participate in the procurement process and one-on-one meeting process described in the Communication Protocol Agreement dated as of July 26, 2012, and hereby acknowledges and agrees to the protocols, rules and procedures for the State Route 91 Corridor Improvement Project procurement process, including the one-on-one meeting procedures and protocols set forth herein. The undersigned Proposer, on its own behalf and on behalf of its team members, hereby unconditionally and irrevocably waives any and all rights to contest and/or protest the State Route 91 Corridor Improvement Project procurement based on the fact that the procurement process and such one-on-one meetings occurred or on the basis that information may have been received by a competing Proposer that was not received by the undersigned. By executing this Countersignature to Communication Protocol Agreement, the Proposer agrees that the provisions of the Communication Protocol Agreement extend to all members, consultants, and individuals comprising the Proposer's Project team.

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

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

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

Date: \_\_\_\_\_, 201\_\_

## **ATTACHMENT B**

### **ACKNOWLEDGMENT REGARDING ONE-ON-ONE MEETINGS**

The undersigned hereby acknowledge the following:

1. On September 2, 2010, RCTC issued a Request for Qualifications (as amended, the "RFQ") for the design and construction of the proposed State Route 91 Corridor Improvement Project ("Project").

2. On October 21, 2010, RCTC received Statements of Qualifications ("SOQs") from Proposers for the Project, including the Proposer.

3. RCTC and prequalified Proposers for the Project, including the Proposer, intend to hold one-on-one meetings to discuss various issues relating to the Project.

4. Each person attending the one-on-one meetings has been given notice of certain rules and procedures as described herein or in the Communication Protocol Agreement dated as of July 26, 2012 and sent by RCTC to the Proposer. Such rules and procedures are expressly incorporated herein and apply with full force and effect to these meetings.

5. The undersigned individuals representing the Proposer acknowledge and agree to comply with the rules and restrictions applicable to these meetings as set forth in the Communication Protocol Agreement, including the following:

a. The meetings are intended to offer the Proposer an opportunity to obtain a better understanding of the Project, the Procurement Documents, and Project-related documents or communications provided by RCTC, and to enable the Proposer to advise RCTC of comments and requested changes to the Procurement Documents and Project-related documents provided by RCTC.

b. The Proposer cannot rely on statements made by RCTC and/or its representatives at these meetings, including statements regarding interpretations of the Procurement Documents or any potential changes or modifications to the Procurement Documents provided by RCTC or statements relating to concepts discussed at the meeting. Any changes or modifications made to the Procurement Documents provided by RCTC or to any other aspect of the Project procurement process shall be made solely in writing by RCTC.

c. If RCTC, in its sole discretion, deems it advisable, it may issue written responses to all of the Proposers addressing questions or issues raised at the meetings and/or it may issue one or more addenda revising and/or supplementing the Procurement Documents provided by RCTC. If RCTC elects to issue such written responses, RCTC intends to not identify the Proposer(s) which raised the question or issue.

d. The Proposer may seek input from RCTC regarding potential Proposal approaches and their compliance with the terms and conditions of the Procurement Documents, but shall not seek to obtain commitments from RCTC in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.

e. No aspect of these one-on-one meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers, and no part of the evaluation of information submitted by Proposers as part of this procurement will be based on the conduct or discussions that occur during these meetings.

f. RCTC shall not discuss with the Proposer any Proposal other than its own.

g. Proposer unconditionally and irrevocably waives any protest rights regarding RCTC conducting the one-on-one meetings with Proposers.

6. The undersigned RCTC representatives agree to maintain as confidential, to the extent permitted by law and required for a fair process, any information disclosed by the Proposer during the one-on-one meetings concerning the Proposer's confidential business or business strategies which is determined to be confidential pursuant to the terms of the Communication Protocol Agreement.

This Acknowledgment is executed on \_\_\_\_\_, 201 .

RCTC Representatives:

[Proposer Name] Representatives:

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