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**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
SR 91 CORRIDOR IMPROVEMENT PROJECT**

INSTRUCTIONS TO PROPOSERS — FORM A

PROPOSAL LETTER

PROPOSER: _____

Proposal Date: _____, 201__

Riverside County Transportation Authority
4080 Lemon Street, 3rd Floor
Riverside, CA 92502-2208
Attn: Matt Wallace, Procurement Manager

The undersigned (“Proposer”) submits this proposal (this “Proposal”) in response to that certain Request for Proposals (as amended, the “RFP”) issued by the Riverside County Transportation Commission (“RCTC”) dated as of _____, 2012, to design and construct the SR 91 Corridor Improvement Project (the “Project”), as more specifically described herein and in the documents provided with the RFP (as amended, the “RFP Documents”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

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

a) to keep this Proposal open for acceptance initially for 180 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of RCTC, in RCTC’s sole discretion; and

b) if this Proposal is accepted, to provide security (including bonds, guarantees, insurance and letters of credit) for the due performance of the Design-Build Contract (“Contract”) as stipulated in the Contract Documents and the RFP.

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

The following individual is designated as the Proposer Authorized Representative in accordance with Section 2.2.2 of the ITP: _____

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

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

- Executive Summary
- Technical Proposal, including Proposer Information, Certifications and Documents, Proposal Security and copy of executed Escrow Agreement
- Financial Proposal

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

Addendum _ issued _____

Responses issued _____

[list any other addenda to the RFP and sets of questions and answers by dates and numbers]

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

Proposer certifies the following: the Proposal is submitted without reservation, limitation, qualification, assumptions or conditions; Proposer has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the secure file transfer site for the Project, the Addenda and RCTC's responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the Design-Builder and do not contain internal inconsistencies; Proposer has carefully checked all the words, figures and statements in the Proposal; Proposer has conducted such other field investigations and additional design development which are prudent and reasonable in preparing the Proposal; and that Proposer has notified RCTC in writing of any Errors, deficiencies, ambiguities and inconsistencies in or omissions from any RFP Documents or other documents provided by RCTC and of any unusual site conditions observed prior to the date hereof.

Proposer understands that, except as expressly set forth in the Contract, it may not rely on any Reference Materials (including any information, reports, or studies about site conditions, geotechnical conditions, Utilities, or structures and bridge design, and any interpretations, extrapolations, analyses and recommendations contained therein) and Proposer further represents that it has reviewed and agrees to all waivers, disclaimers and limitations regarding the use of and reliance on Reference Materials, including those set forth in Sections 1.10, 3.3, 3.4 and 5.3.4 of the Contract.

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

Proposer understands that RCTC is not bound to accept any Proposal or the Proposal offering the lowest price to RCTC or any Proposal RCTC may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the Project procurement process will be borne solely by the Proposer, except to the extent of any payment for work product made by RCTC following the pre-qualification determination, as described in Section 6.3 of the ITP.

Proposer understands that by signing and delivering an executed Stipend Agreement as indicated in Section 6.3 of the ITP, the concepts, ideas, and other information contained in the Proposal shall become the property of RCTC, without further action on RCTC's part.

Proposer consents to RCTC's disclosure of its Proposal pursuant to Government Code sections 2250 *et seq.*, to any Persons in RCTC's sole discretion after award and execution of the Contract by RCTC. Proposer acknowledges and agrees to the disclosure terms of the ITP and that observers and individuals on behalf of TIFIA may conduct reviews with respect to the successful Proposal Proposer expressly waives any right to contest such disclosures.

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

Proposer acknowledges the procurement protest procedures set forth in Section 7 of the ITP and agrees that if it files a protest of this procurement or award of a Contract hereunder and that protest is denied, Proposer shall be liable to RCTC for RCTC's costs incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by RCTC as a consequence of the protest.

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

Proposer's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

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

[Insert the proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert the proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

A. If the Proposer is a corporation, enter the state or country of incorporation in addition to the business address. If the Proposer is a partnership, enter the state or country of formation. If the Proposer is a limited liability company, enter the state or country of organization.

B. Describe in detail the legal structure of the Proposer and Equity Participants.

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

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

C. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general

partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If the Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.

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

IDENTIFICATION OF PROPOSER AND EQUITY PARTICIPANTS — FORM B-1

NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, fax, e-mail)	ROLE IN ORGANIZATION	California Contractor License and License Limit (if applicable)	Description of Work/Services To Be Performed By Entity (if applicable)

The above information is true, correct and accurate.

[Insert the Proposer's name]

By: _____

Name: _____

Title: _____

INFORMATION ABOUT PROPOSER ORGANIZATION — FORM B-2

- 1.0 Name of Proposer: _____
- 2.0 Type of entity: _____
- 3.0 Proposer's address: _____

Telephone Facsimile

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

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

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

Proposer: _____

_____:

_____:

_____:

_____:

- 6.0 The Proposer shall review its SOQ previously submitted to RCTC and list below any Key Personnel and other key staff members and their relevant experience that have been approved by RCTC since the submission of the SOQ. Except as updated by the

following information, the Proposer's SOQ is hereby incorporated as if set forth in full and the Proposer represents and warrants to RCTC that the information set forth in the SOQ, except as set forth herein, is true, complete and accurate in all respects and does not contain any misleading or incorrect information. Attach separate sheets if necessary.

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

8.0 The Proposal shall include the following information regarding the Surety(ies) committing to provide the bonds in accordance with Section 8 of the Contract:

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

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

**INFORMATION ABOUT MAJOR PARTICIPANTS, MAJOR PROFESSIONAL SERVICES FIRMS AND LISTED
 SUBCONTRACTORS—FORM B-3**

[This form will be used to provide information about any Major Participants (excluding Equity Participants that do not fall into categories (a) through (c) of the definition of Major Participants), Major Professional Services Firms, and any other Subcontractors that have been listed as of the Proposal Due Date. Refer to Exhibit B, Section 3.2.2 regarding Subcontractor listing and procurement requirements, and applicable Governmental Rules and Contract provisions.]

Proposer Name _____

Entity Name / Contact	Address of Head Office	Telephone / Fax	California Contractor License and License Limit (if applicable)	Scope of work	Is the Firm a Certified DBE

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants and/or Major Professional Services Firms resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above. The Proposer agrees that it will follow applicable Contract requirements with respect to Subcontractors.

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

Executed: _____, 201__.

(Signature)

(Name printed)

(Title)

(Proposer)

RESPONSIBLE PROPOSER QUESTIONNAIRE — FORM C

PROPOSER'S NAME: _____

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: _____

1. Questions

The Proposer/Equity Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Proposer/Equity Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. If this form is provided only for the Proposer, the term "**affiliate**" shall mean Proposer, any Equity Participant, or any entity which owns a substantial interest in or is owned in common with the Proposer or any Equity Participant, or any such entity in which the Proposer or any Equity Participant owns a substantial interest. If this form is provided by the Proposer and the individual Equity Participants, the term "**affiliate**" shall mean the entity signing the form, any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.

Within the past ten years, has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes ___ No ___

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable California governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000(e) *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d); Executive Order 11246; the California Fair Employment and Housing Act (Government Code 12940 *et seq.*); or any applicable or similar California law?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the California Department of Industrial Relations (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

- g) Been issued a "Notice of Payment Due" by the Labor Commissioner, State of California, Department of Industrial Relations, Division of Labor Standards Enforcement, in connection with the performance of any public works contract with any public entity?

If yes, please explain the circumstances, including the terms and any settlements entered into. If no, so state.

Yes ___ No ___

- h) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

- i) Been assessed liquidated or other damages for failure to complete any contract on time?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed _____, 201_.

(Signature)

(Name Printed)

(Title)

(Name of Organization)

PERSONNEL WORK ASSIGNMENT FORM — FORM D

[See Section 3.2.4 of Exhibit B of the ITP for Requirements Related to RCTC Approval of Key Personnel]

Name of Proposer: _____

Key Personnel Assignment

Name of Individual Assigned

Project Manager	_____
Deputy Project Manager(s)	_____
Construction Manager	_____
Quality Manager	_____
Safety Manager	_____
Design Manager	_____
DBE Program Administrator	_____
Traffic Manager	_____
Public Relations Coordinator	_____
Utilities Coordinator	_____
Railroad Coordinator	_____
Environmental Compliance Manager	_____
Toll Systems Coordinator	_____
Project Scheduler	_____

Note to Proposers – All proposed Key Personnel listed above must be approved by RCTC prior to the Proposal Due Date pursuant to Section 3.2.4 of Exhibit B to the ITP.

NON-COLLUSION AFFIDAVIT — FORM E

STATE OF _____)
)ss:
COUNTY OF _____)

Each of the undersigned, being first duly sworn, deposes and says that:

- A. _____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____, the entity making the foregoing Proposal.

- B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against RCTC or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

- C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Contract or rejection of all Proposals and cancellation of the RFP.

_____	_____
(Signature)	(Signature)
_____	_____
(Name Printed)	(Name Printed)
_____	_____
(Title)	(Title)

Subscribed and sworn to before me this ___ day of _____, 201_.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

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

BUY AMERICA CERTIFICATION — FORM F
(To be signed by authorized signatory(ies) of Proposer)

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) the following:

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

Date: _____

Signature: _____

Title: _____

Proposer’s Name: _____

DBE CERTIFICATION — FORM G

Control _____

Project _____

Highway _____

County _____

DBE Requirements

RCTC has established a DBE contract goal of 9.4% for the Project.

DBE Certification

By signing the Proposal, the Proposer certifies that (1) the Project DBE goal is 9.4% and the Proposer is to make good faith efforts to meet or exceed the Project DBE goal and (2) if awarded the Contract, Proposer will submit a final RCTC-approved DBE Performance Plan meeting the Design-Build Contract Specific DBE Requirements set forth in Section D of Appendix 4 to the Contract.

Failure to submit the final RCTC-approved DBE Program Performance Plan will be considered a breach of the requirements of the RFP. As a result, the Proposal Bond provided by the Proposer will become property of RCTC and the Proposer and Equity Participants will be precluded from participating in any re-procurement of the Contract for the Project.

[name]

[title]

DISCLOSURE FOR PROPOSERS — FORM H

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

Government Code Section 84308, 2 California Code of Regulations 18438.1, et seq.

No Commissioner of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than \$250 from Proposer, or Proposer's agent, during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and, 3) Awarding of a contract based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Commissioners cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Proposer and/or Proposer's agent.

Pursuant to these requirements, Proposer shall disclose any campaign contribution in an amount of more than \$250 made by Proposer, and/or Proposer's agent, to any Commissioner within 12 months from the date of these Bid Documents/Request For Proposals (as applicable). For the purposes of this disclosure obligation, contributions made by Proposer within the preceding 12 months shall be aggregated with those made by Proposer's agent within the preceding 12 months or the period of the agency relationship between Proposer and Proposer's agent, whichever is shorter. In addition, Proposer and/or Proposer's agent shall not make a contribution of more than \$250 to a Commissioner during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Proposer, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

The following is a list of the Commissioners of the Riverside County Transportation Commission:

Bob Buster, County of Riverside
John F. Tavaglione, County of Riverside
Jeff Stone, County of Riverside
John J. Benoit, County of Riverside
Marion Ashley, County of Riverside
Bob Botts / Don Robinson, City of Banning
Roger Berg / Jeff Fox, City of Beaumont
Joseph DeConinck / To Be Appointed, City of Blythe
Ella Zanolowic / Jeff Hewitt, City of Calimesa

(Revised 04/09/12)

Mary Craton / Barry Talbot, City of Canyon Lake
Greg Pettis / Kathleen DeRosa, City of Cathedral City
Steven Hernandez / Eduardo Garcia, City of Coachella
Karen Spiegel / Eugene Montanez, City of Corona
Scott Matas / Yvonne Parks, City of Desert Hot Springs
Adam Rush / Ike Bootsma, City of Eastvale
Larry Smith / Robert Youssef, City of Hemet
Douglas Hanson / Patrick Mullany, City of Indian Wells
Glenn Miller / Michael Wilson, City of Indio
Frank Johnston / Michael Goodland, City of Jurupa Valley
Terry Henderson / Don Adolph, City of La Quinta
Bob Magee / Melissa Melendez, City of Lake Elsinore
Darcy Kuenzi / Wallace Edgerton, City of Menifee
Marcelo Co / Richard Stewart, City of Moreno Valley
Rick Gibbs / Kelly Bennett, City of Murrieta
Berwin Hanna / Kathy Azevedo, City of Norco
Jan Harnik / William Kroonen, City of Palm Desert
Ginny Foat / Steve Pougnet, City of Palm Springs
Daryl Busch / Al Landers, City of Perris
Scott Hines / Gordon Moller, City of Rancho Mirage
Steve Adams / Andy Melendrez, City of Riverside
Andrew Kotyuk / Scott Miller, City of San Jacinto
Ron Roberts / Jeff Comerchero, City of Temecula
Ben Benoit / Timothy Walker, City of Wildomar
To Be Appointed, Governor's Appointee

I/We hereby disclose the following political contributions of more than \$250 made within the preceding 12 months and for 3 months following the conclusion of the Proceeding to any Commissioner:

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach Additional Sheet, If Necessary)

(Revised 04/09/12)

Date of Disclosure (Same As Bid Date) _____

PROPOSER:

Signature of Proposer

Name

Title

Company

(Revised 04/09/12)

CONFLICT OF INTEREST DISCLOSURE STATEMENT — FORM I

Proposer's attention is directed to California Government Code section 14135 and 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

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

Proposers are advised that in accordance with RCTC's conflicts of interest policy certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with RCTC in connection with the Project procurement. Proposer's attention is also directed to ITP Section 2.10.2 regarding Organizational Conflicts of Interest and the restrictions applicable to such conflicts. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the ITP within the Request for Proposals for the SR 91 Corridor Improvement Project.

1. **Required Disclosure of Conflicts**

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

Proposer should disclose (a) any current contractual relationships with RCTC, (b) any past, present, or planned contractual or employment relationships with any officer or employee of RCTC, and (c) any other circumstances that might be considered to create a financial interest in the contract by any RCTC member, officer or employee if Proposer is awarded the Contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. Proposer should also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the Proposer or other entities have taken or will take to avoid, neutralize, or mitigate any Organizational Conflicts of Interest described herein.

3. Certification

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

Signature

Name

Title

Company Name

_____, 201_
Date

PROPOSAL SECURITY — FORM J
(Separate Documents)

PROPOSAL BOND — FORM J-1

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____
[NOTE: insert name of Proposer as the Principal and delete this bracketed text], as Principal and _____, as Surety or as Co-Sureties, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of California, are hereby jointly and severally held and firmly bound unto the Riverside County Transportation Commission ("RCTC"), in the sum of \$_____ **[NOTE: insert amount and delete this bracketed text – amount must be \$40 million if a single bond is provided; multiple bonds in lesser amounts may be provided if the sum equals \$40 million]** (the "Bonded Sum").

WHEREAS, the Principal is herewith submitting its Proposal to design and construct the SR 91 Corridor Improvement Project through a Design-Build Contract ("Contract"), which Proposal is incorporated herein by this reference and has been submitted pursuant to RCTC's Request for Proposals dated as of _____, 201_ (as amended or supplemented, the "RFP") in accordance with the Instructions to Proposers, as amended ("ITP") included in the RFP;

NOW, THEREFORE,

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

- (a) Principal's receipt of written notice from RCTC that either (i) no Contract for the Project (as defined in the Contract) will be awarded by RCTC pursuant to the RFP, or (ii) RCTC has awarded a Contract for the Project, has received the executed Contract and other required documents, and does not intend to award the contract to the Principal;
- (b) Except as expressly provided otherwise in the RFP and/or agreed to by RCTC in writing, Principal's performance of its obligations to provide the Proposal Security meeting the requirements of the RFP for the period of up to 180 days beyond the Proposal Due Date; or
- (c) If RCTC has not previously delivered notice of forfeiture hereunder, failure of RCTC to conditionally award the Contract to Principal within 180 days after the Proposal Due Date.

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

- (a) Principal withdraws, repudiates or otherwise indicates in writing that it will not meet all or any part of its commitments made in its Proposal prior to the time allowed for execution of the Contract under the ITP, as such time may be extended pursuant to ITP Section 4.5.2, without RCTC's consent; or
- (b) Principal is selected for negotiations and fails to engage in good faith negotiations with RCTC as set forth in ITP Section 5.11; or
- (c) Principal is the apparent best value Proposer and fails to satisfy the conditions to award and execution of the Contract, including, without limitation, providing the documents required under ITP Section 5.12.1, ITP Section 6.1.1, and ITP Section 6.1.2; or
- (d) Principal has been awarded the Contract and fails to satisfy all of the conditions to issuance of NTP1 as set forth in Section 4.1.2 of the Contract.

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

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

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

SIGNED and SEALED this _____ day of _____, 20__

Principal

By: _____

Co-Surety

By: _____

Attorney in Fact

By: _____

Co-Surety

By: _____

Attorney in Fact

By: _____

Co-Surety

By: _____

Attorney in Fact

[Add Appropriate Surety Acknowledgments]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED

FORM OF LETTER OF CREDIT (PROPOSAL) – FORM J-2
IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER:

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

APPLICANT:

BENEFICIARY: Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, California 92501

LETTER OF CREDIT NUMBER:

PLACE AND DATE OF ISSUE:

AMOUNT: \$40 million

STATED EXPIRATION DATE: _____ *[Note: Insert date that is [180] days after the Proposal Due Date and delete this bracketed text]*

The Issuer hereby issues this Irrevocable Standby Letter of Credit in favor of RCTC, for the amount of [_____ United States Dollars (\$_____)], available by draft at sight drawn on the Issuer. Any draft under this Credit shall be in the amount of [_____ United States Dollars (\$_____)] and shall:

1. Identify this Irrevocable Standby Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and
2. Be accompanied by the Beneficiary's signed and dated statement stating one of the following:
 - (a) "This drawing is due to _____'s withdrawal, repudiation, change, or other indication in writing that it will not meet all or any part of its commitments made in its Proposal prior to the time allowed for execution of the Contract under the ITP, as such time may be extended pursuant to ITP Section 4.5.2, without RCTC's consent."

Or

- (b) "This drawing is due to _____'s failure to engage in good faith negotiations with RCTC as set forth in ITP Section 5.11."

Or

- (c) "This drawing is due to _____'s failure to satisfy the conditions

to award and execution of the Contract, including, without limitation, providing the documents required under ITP Section 5.12.1, ITP Section 6.1.1, and ITP Section 6.1.2".

Or

- (d) This drawing is due to _____'s failure to satisfy all of the conditions to issuance of NTP1 as set forth in Section 4.1.2 of the Contract, after award of the Contract by RCTC.

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

If a Demand for Payment is made by you hereunder at or prior to 10:00 a.m., pacific time, on any weekday (i.e., Monday through Friday, excluding California state holidays and US federal holidays) (a "Business Day"), and provided that such Demand for Payment conforms to the terms and conditions hereof, payment shall be made by us to you in immediately available funds free and clear of and without deduction for any taxes, duties, fees, liens, set-offs or other deductions of any kind and regardless of any objection by any third party (subject to any court order or judgment), to the account designated below or such other account at a national bank in the United States of America that you may designate in the Demand for Payment on the next Business Day after demand is made. If a Demand for Payment is made by you hereunder after 10:00 a.m., pacific time, on a Business Day, and provided that such Demand for Payment conforms to the terms and conditions hereof, such payment shall be made no later than our close of business, local time of the location of the account designated below or such other account at a national bank in the United States of America that you may designate in the Demand for Payment, on the second Business Day after demand is made. Payment under this Letter of Credit shall be made in same day funds, by wire transfer to your account described below or such other account as you may designate in writing.

Financial Institution: _____

Routing Number: _____

Account Name: _____

Account Number to Credit: _____

Reference: _____

Attention: _____

All bank charges and commissions incurred in connection with the issuance, administration, advisement, confirmation, negotiation or any other fees associated with this Letter of Credit (including any drawings hereunder) shall be for the account of the applicant.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the International Standby Practices ("ISP98"), International Chamber of Commerce Publication No. 590 (the "Uniform Customs"), which shall in all respects be deemed a part hereof as fully as if incorporated herein except as modified hereby.

This Letter of Credit is issued under the laws of the State of California and applicable US federal law, and shall, as to matters not governed by Uniform Customs, be governed by and construed

in accordance with the laws of the State of California, without regard to principles of conflicts of law.

Any failure by you to draw upon this Letter of Credit as permitted hereunder shall not cause this Letter of Credit to be unavailable for any future drawing, provided that this Letter of Credit has not expired prior to such future drawing and that all requirements of this Letter of Credit are independently satisfied with respect to any such future drawing.

If legal proceedings are initiated by any party with respect to payment of the Letter of Credit, we agree that such proceeding shall be subject to California courts and law. Venue for such proceeding shall be in the Superior Court for the County of Riverside, California

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at _____, Attention: _____, specifically referring to the number of this Letter of Credit.

Issuer:

By: _____ (Authorized Signature of Issuer)

ESCROW AGREEMENT — FORM K

(SR 91 CORRIDOR IMPROVEMENT PROJECT)

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of this _____, 201_, by and between _____, a _____ ("Proposer"), and _____ ("Escrow Agent"), to and for the benefit of the Riverside County Transportation Commission ("RCTC"), a metropolitan planning organization, with reference to the following facts:

A. RCTC has issued a Request for Proposals dated _____, 201_, as amended (the "RFP") for the SR 91 Corridor Improvement Project (the "Project"). Initially capitalized terms not defined herein shall have the meanings set forth in the RFP.

B. Proposer wishes to submit to RCTC a proposal (the "Proposal") in response to the RFP.

C. In accordance with Section 4.3.2 of the Instructions to Proposers, as amended ("ITP"), Proposer is submitting certain materials (the "Escrowed Materials") to the Escrow Agent to be held in a secure location and available for review by RCTC as specified herein.

D. Proposer wishes to employ the services of Escrow Agent to act as the escrow holder with regard to the Escrowed Materials for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Proposer hereby irrevocably provides the following escrow instructions to Escrow Agent. These Escrow Instructions, although provided unilaterally, are specifically for the benefit of RCTC as an intended third party beneficiary and may not be revised, supplemented, waived or withdrawn without the prior written consent of RCTC's authorized representative.

1. Designation of Authorized Representatives. Proposer hereby designates _____ as its authorized representative. RCTC may designate an authorized representative by written notice to Proposer and Escrow Agent and change its authorized representative at any time by providing written notice to Proposer and Escrow Agent. Proposer may change its authorized representative at any time by providing written notice to RCTC and Escrow Agent.

2. Deposit. Proposer anticipates depositing with Escrow Agent the Escrowed Materials, consisting of separately sealed boxes labeled "[Proposer Name]: Escrowed Materials for the RCTC SR 91 Corridor Improvement Connector Project." Upon deposit, Escrow Agent shall provide RCTC and Proposer with written acknowledgement of receipt of the Escrowed Materials, and agrees to hold the Escrowed Materials in safekeeping under the terms and conditions of this Agreement.

3. Manner of Holding of Escrowed Materials. Escrow Agent shall hold the Escrowed Materials in a designated area on the premises of Escrow Holder located at 5 First

American Way, Santa Ana, California, or such other address within a sixty-mile radius of 4080 Lemon Street, in the City of Riverside, California as is specified to RCTC and the Proposer in writing not later than fifteen (15) days prior to the time such Escrowed Materials are to be relocated to such new location. The Escrowed Materials shall be stored in a secure room to which access will be limited to cleaning personnel retained by Escrow Holder or its landlord. The Escrow Agent shall make the Escrowed Materials available for joint review by RCTC and Design-Builder during regular business hours (Monday through Friday, 8 AM to 5 PM), upon receipt of 24 hour advance written notice from RCTC.

4. Release of Escrowed Materials.

(a) Escrow Agent shall release the Escrowed Materials deposited hereunder only upon receipt by Escrow Agent of (i) a certificate signed by RCTC's authorized representative, certifying that RCTC has determined not to enter into a contract with Proposer and has executed a Design-Build Contract ("Contract") with another party, in which event the Escrowed Materials shall be released as directed by Proposer; or (ii) a certificate signed by RCTC's authorized representative, certifying that RCTC has decided to terminate the procurement, in which event the Escrowed Materials shall be released as directed by Proposer; or (iii) joint instructions from the authorized representatives of Proposer and RCTC directing release of the Escrowed Materials, in which event the Escrowed Materials shall be released as provided therein.

(b) If RCTC and the Proposer enter into a Contract, the Escrowed Materials shall continue to be held by Escrow Agent until Escrow Agent receives joint instructions from the authorized representatives of Proposer and RCTC directing the Escrowed Materials to be transferred to the co-located project office and maintained in accordance with the terms and conditions set forth in the Contract.

5. Rights of Escrow Agent. If conflicting demands are made or notices serviced upon Escrow Agent with respect to this Agreement, the parties hereto expressly agree that Escrow Agent shall have the absolute right at its election to do any of the following:

(a) withhold and stop all further proceedings in, and performance of this Agreement;

(b) file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves; or

(c) deliver all Escrowed Materials with seals intact to another location meeting the requirements of Section 3, to be selected by Proposer within 30 days after Escrow Agent delivers notice thereof to RCTC.

6. Fees. Proposer shall pay all fees and expenses in connection with Escrow Agent's obligations under this Agreement, as set forth on Exhibit A attached hereto.

7. Patriot Act Information. Prior to or concurrent with its delivery of its Escrowed Materials and original copies of this Escrow Agreement to the Escrow Agent in accordance with Section 4.3.2 of the ITP, Proposer shall provide all Patriot Act information required by Escrow Agent and Escrow Holder as set forth in Exhibit B attached hereto; provided, however, that such

requirement shall not apply to Proposer if it is a publicly traded company subject to SEC oversight.

8. Notices. Any communication, notice or demand of any kind whatsoever under this Agreement shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by facsimile or electronic-mail (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Proposer:

Attention _____
Telephone: () _____
Facsimile: () _____

If to RCTC:

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Mailing address: P.O. Box 12008
Riverside, CA 92502-2208
Attention: Matt Wallace, Procurement and Assets Manager
Telephone: (951) 787-7141
Facsimile: (951) 787-7906

With copies to:

Best Best & Krieger LLP
3750 University Ave., Suite 400
Riverside, CA 92502
Attention: Steven C. DeBaun, Esq.
Telephone: (951) 686-1450
Facsimile: (951) 686-3083

If to the Escrow Agent:

First American Trust, FSB
Fiduciary Business Services
5 First American Way, 4th FL – MS#3
Attention: Elizabeth A. Markworth
Telephone: (714) 250-8256
Facsimile: (714) 481-8756

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 8 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

9. Representations. Proposer represents and warrants that neither the Proposer nor any member of its team has a financial or other interest in, or relation with, the Escrow Agent or its principals or officers, except that Escrow Agent may be the depository for accounts or escrowed documents maintained by such entities. Escrow Agent represents and warrants that it does not have a financial or other interest in, or relationship with, the Proposer, the Proposer's team members identified to Escrow Agent, or their principals or officers, except as a depository for accounts or escrowed documents, and further represents, warrants and covenants that the employees of Escrow Agent who have access to the Escrowed Materials also have no such interest or relationship with such entities.

10. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

11. Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

12. Governing Law. The laws of the State of California shall govern this Agreement.

13. Liability of Escrow Agent.

(a) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement or any other person. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, including without limitation any Proposal or the Contract. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

(b) The Escrow Agent shall have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of any notices, requests, securities, checks, or other documents or instruments submitted to it in connection with its duties hereunder. The Escrow Agent shall be entitled to deem the signatories of any documents or instruments submitted to it hereunder as being those purported to be authorized to sign such documents or instruments on behalf of the parties hereto, and shall be entitled to rely upon the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind.

(c) The Escrow Agent shall place the Escrowed Materials in a vault or such other secure location so as to satisfy the requirements of Section 3 above. The Escrow Agent,

however, does not insure that the Escrowed Materials will not be damaged or destroyed due to temperature, humidity, fire, smoke, electrical interference or other environmental factors, and the Escrow Agent is only required to take the same precautions to control the environment in which the Escrowed Materials will be stored as it would normally take in the storage of paper documentation.

14. Indemnification of Escrow Agent. The Escrow Agent shall be, and hereby is, indemnified and saved harmless by the Proposer from and against any and all losses, liabilities, damages, costs and expenses, including without limitation attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrowed Materials or arising from the performance of its duties hereunder, unless such losses, liabilities, damages, costs and expenses shall have been finally adjudicated to have primarily resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement.

15. Assignment. No assignment of the interest of any of the parties hereto shall be binding upon the Escrow Agent unless and until written notice of such assignment shall be delivered to and acknowledged by the Escrow Agent.

16. Advice of Counsel. The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel addressed and delivered to the Escrow Agent. The Escrow Agent shall have the right to perform any of its duties hereunder through its agents, attorneys, custodians or nominees.

17. Resignation of Escrow Agent. The Escrow Agent may resign as such following the giving of ninety (90) calendar days prior written notice to the Proposer and RCTC. In such event, the duties of the Escrow Agent shall terminate ninety (90) days after receipt of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrowed Materials then in its possession to a successor escrow agent as shall be appointed by the Proposer and acceptable to RCTC as evidenced by a written notice filed with the Escrow Agent. If the Proposer has failed to appoint a successor prior to the expiration of ninety (90) calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

18. Successor Escrow Agent Entity. Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be sold or otherwise transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

19. Court Orders. In the event that any Escrowed Materials is attached, garnished or levied upon by any court order, or the delivery thereof is stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting

the Escrowed Materials deposited under this Agreement, the Escrow Agent shall provide RCTC and Proposer with written notice within 10 days after the occurrence of such event. The Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree by subsequently reversed, modified, annulled, set aside or vacated.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

RCTC

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION

By: _____

Name: _____

Title: _____

PROPOSER

By: _____

Name: _____

Title: _____

ESCROW AGENT

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____

Name: _____

Title: _____

ESCROW HOLDER

FIRST AMERICAN TRUST, FSB

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit A to Escrow Agreement
List of Fees to be Paid by Proposer

Fees for escrow for four months: \$1,500.00
(Anticipated escrow period for unsuccessful Proposers)

Fees for escrow for twelve months: \$5,000.00
(Anticipated escrow period for successful Proposer, until Escrowed Materials are transferred to
the co-located Project offices pursuant to §21.1 of the Design-Build Contract)

Exhibit B to Escrow Agreement



First American Trust

WEALTH MANAGEMENT SERVICES

Dear Prospective Client,

Our procedures for opening new accounts have recently changed due to the regulations following the passage of the USA PATRIOT Act. Federal law now requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. This procedure helps the government fight the funding of terrorism and money laundering activities.

What does this mean for you? When you open an account with First American Trust, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents. Thank you for your assistance.

First American Trust, FSB

New Business Committee Requirements

First American Trust has a New Business Committee which reviews and provides final acceptance for all new business coming into the bank.

The process involves the following:

- Review and approval on a form of agreement to be used that has been approved by you and by myself and our department attorney who works with me.
- Acceptance as a client via the Patriot Act information as noted below.
- A risk assessment of the client and the source of his funds.
- Final approval of agreement and obtaining approval to proceed by NBC.
- The processes usually takes about 5 working days, but we have done it in as little as two.

Patriot Act & Risk Assessment Requirements:

Corporations, LLC's, LLP's, partnerships, etc.

- Copy of documents of formation or incorporation in the state of formation or incorporation.
- In the case of a corporation, a certificate of good standing unless it has been less than 1 year since formation.
- In the case of a corporation, a copy of the By-laws and in the case of an LLC, the operating agreement.
- A fictitious name statement, if applicable.
- A brief outline of the type of business and whether or not the business utilizes the acceptance of offshore funds or disburses funds on an offshore basis.
- Completed W-9 indicating the tax identification number of the entity.
- The complete mailing and physical address
- Phone number, fax number, email address and any other pertinent

- contact information.
- Completed W-9 and photo identification of company principals, particularly those directing the account relationship.
- In the event of a foreign corporation or entity, we will require the same information as above, along with a statement from the government about the legal status of the entity.

Individuals

- Mailing and physical address, phone, fax and as much contact information as possible.
- Completed W-9 with tax identification number
- Birthdate
- Form of identification; i.e. driver's license with photo identification or Passport.
- Source of funds; i.e., bank in which funds are held, whether or not the funds are in offshore banks and if so, which one.
- Information regarding how you earn your wealth; i.e., employment in a particular business, real estate investments, etc.
- In the event of a foreign individual a W-8 is required to be completed, along with the balance of the above noted information and for photo identification, preferably a copy of the party's passport.

OPINION OF COUNSEL — FORM L

[Letterhead of Independent Law Firm or In-house Counsel – SEE SECTION 6.1.2(E) OF THE ITP FOR LEGAL COUNSEL REQUIREMENTS]

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Re: Design-Build Contract (“Contract”) for the SR 91 Corridor Improvement Project dated as of _____, 201__, by and between Riverside County Transportation Commission, and _____ (the “Design-Builder”)

Ladies and Gentlemen:

[Describe relationship to Design-Builder and its joint venture members, general partners, members, as applicable, and any other entities whose approval is required in order to authorize delivery of the proposal and execution of the Contract.] This letter is provided to you pursuant to Section 6.1.2 of the Instructions to Proposers of that certain Request for Proposals issued by the Riverside County Transportation Commission (“RCTC”) on _____, 20__, as amended.

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

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

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

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

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

3. [opinion regarding organization/formation and existence of Guarantor and that Guarantor has corporate power to own its properties and assets, to carry on its business, to enter into the Guaranty and to perform its obligations under the Guaranty] ***[if multiple]***

Guarantors, these opinions are required for each of the Guarantors] [if Guarantor is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners]

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

5. [opinion that Guaranty has been duly authorized by all necessary corporate action on the part of Guarantor and the Guaranty has been duly executed and delivered by Guarantor] ***[if multiple Guarantees, these opinions are required for each Guaranty] [if Guarantor is a partnership/joint venture, add: “and its joint venture members/general partners” after the first and second “Guarantor”]***

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

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

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

9. [opinion that all required approvals have been obtained with respect to execution, delivery and performance of the Guaranty; and that the Guaranty does not conflict with any agreements to which Guarantor is a party ***[if Guarantor is a partnership/joint venture, add: “and its joint venture members/general partners are a party”]*** or with any orders, judgments or decrees by which Guarantor is bound] ***[if multiple Guarantees, these opinions are required for each Guaranty] [if Guarantor is a partnership/joint venture, add: “and its joint venture members/general partners are bound”]***

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

11. [opinion that execution, delivery and performance of all obligations by Guarantor under the Guaranty does not conflict with, and is authorized by, the articles of incorporation and bylaws of Guarantor] ***[if Guarantor is a partnership, replace articles of incorporation and bylaws with partnership agreement and (if applicable) certificate of limited partnership); if Guarantor is a joint venture, replace articles of incorporation and bylaws with joint venture agreement; if Guarantor is a limited liability company, replace articles of incorporation and bylaws with operating agreement and certificate of formation] [if multiple Guarantees, these opinions are required for each Guaranty]***

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

13. [opinion that execution and delivery by the Guarantor of the Guaranty do not, and the Guarantor's performance of its obligations under the Guaranty will not, violate any current statute, rule or regulation applicable to the Guarantor or to transactions of the type contemplated by the Guaranty] ***[if multiple Guarantees, these opinions are required for each Guaranty]***

Note to Proposers – RCTC reserves the right to request additional legal opinions should the Project financing and/or the Proposer's form of organization, organizational documents or Proposal warrant, as the same shall be determined by RCTC, in its sole discretion.

CONTRACT PRICE — FORM M-1

SR 91 Corridor Improvements Project Design-Build Contract	Amount (in US Dollars)	NPV as calculated on Form M-2
Contract Price		

Proposer proposes the above total amount from RCTC as the Contract Price for all Work under the Contract Documents.

Proposer shall only include the cost of installation of any State Furnished Materials and not include the cost of the State Furnished Materials themselves within their final price or Form M-1.1 and Form M-2.

An itemized breakdown of the Contract Price is shown on Form M-1.1.

Timing of payment for Work performed after issuance of NTP2 is as shown on Form M-2.

PROPOSER:

By: _____

Name: _____

Title: _____

ITEMIZED CONTRACT PRICE BREAKDOWN —FORM M-1.1

ITEM / LINE NO.	DESCRIPTION	ITEM TOTAL (in US Dollars)
A	NTP1 Work Effort	
1	Project Management Plan	\$ 2,000,000.00
1a	Project Administration	\$ 0.00
1b	Quality Management Plan	\$ 0.00
1c	Design Quality Management Plan	\$ 0.00
1d	Construction Quality Management Plan	\$ 0.00
1e	Environmental Management Plan	\$ 0.00
1f	Public Outreach Plan	\$ 0.00
1g	Health and Safety Plan	\$ 0.00
1h	Sustainability Management Plan	\$ 0.00
2	Core Office Layout Plan	\$ 150,000.00
3	Network Administration Plan	\$ 150,000.00
4	Job Vehicle Purchasing Plan	\$ 100,000.00
5	Site Documentation	\$ 100,000.00
6	Baseline Schedule	\$ 350,000.00
7	Segment Limits Map and Submittal Schedule	\$ 200,000.00
8	Geometric Approval Drawings (GADs)	\$ 700,000.00
9	Utility Strip Map	\$ 50,000.00
10	Transportation Management Plan (TMP)	\$ 500,000.00
11	Project Aesthetic Concept Plan (3 concepts)	\$ 500,000.00
12	Maintenance Work Plan	\$ 200,000.00
13	NTP1 Mobilization <i>(not to exceed \$5,000,000)</i>	\$ 5,000,000.00
14	Subtotal NTP1 Work (Sum Lines A1 through A13)	\$ 10,000,000.00
	Subtotal	\$ 10,000,000.00

B	Professional Services	
1	Community Outreach	\$
2	Design Survey	\$
3	Geotechnical Engineering/Site Condition Investigation	\$
4	Design <i>(Including Landscaping and Aesthetics Design)</i>	\$
5	Environmental Permitting/Governmental Approval Activities	\$
6	Utility Location, Utility Survey, Utility Relocation Design, and Utility Coordination	\$
7	Project Vehicles	\$
8	Subtotal Professional Services (Sum Lines B1 through B7)	Subtotal \$
C	Construction	
1	Construction Management	\$
2	Mobilization <i>(not to exceed \$35,000,000 less NTP1 Mobilization)</i>	\$
3	Bond Premiums	
3a	Bond Premium for NTP1 Work Effort	\$
3b	Bond Premium for NTP2 Work Effort	\$
4	Insurance Premiums	
4a	Insurance Premiums for NTP1 Work Effort	\$
4b	Insurance Premiums for NTP2 Work Effort	\$
5	Railroad Flagging	\$
6	Water Pollution Control	\$
7	Traffic Control and Management	\$
8	Earthwork	\$
9	Roadway	\$
10	Pavements (excluding Pavement Rehabilitation)	\$
11	Structures	
11a	Bridges	\$
11b	Retaining Walls	\$

11c	Soundwalls		\$
12	Seismic and Force Distribution Monitoring		
12a	Prado Overhead		\$
13	Drainage		\$
14	TMS/Lighting/Electrical		\$
15	Signing and Striping		\$
16	Environmental Mitigation		\$
17	Utility Relocations		\$
18	ETTM Infrastructure		\$
19	Express Lane Closures		\$
20	Plant Establishment <i>(Must be at least \$765,000)</i>		\$
21	Pavement Rehabilitation Allowance*		\$
22	Aesthetics and Landscaping Allowance**		\$ 15,000,000.00
23	Subtotal Construction (Sum Lines C1 through C22)	Subtotal	\$
24	Total Price (Line A14 + Line B8 + Line C23)	TOTAL	\$

* See Form M-1.1.1

**See Form M-1.1.2

Bid Item Description for Elements Contained in Category 'A'

Bid Item A1

Project Management Plan

A pre-determined payment amount for work efforts associated with preparation and approval of the elements contained in the Project Management Plan (items 1a through 1h) for the Project after issuance of NTP1 has been set at \$5,000,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A2

Core Office Layout Plan

A pre-determined payment amount for work efforts associated with the preparation and approval of the core office layout plan for the Project has been set at \$150,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A3

Network Administration Plan

A pre-determined payment amount for work efforts associated with the preparation and approval of the network administration plan for the Project has been set at \$150,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A4

Job Vehicle Purchasing Plan

A pre-determined payment amount for work efforts associated with the preparation and approval of the job vehicle purchasing plan for the Project has been set at \$100,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A5

Site Documentation

A pre-determined payment amount for work efforts associated with providing the site documentation for the Project has been set at \$100,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A6

Baseline Schedule

A pre-determined payment amount for work efforts associated with the preparation and approval of the baseline schedule meeting the requirements for the Project has been set at \$350,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A7

Segment Limits Map and Submittal Schedule

A pre-determined payment amount for work efforts associated with the preparation and approval of the segment limits map and the submittal schedule for the Project has been set at \$200,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A8

Geometric Approval Drawings (GADs)

A pre-determined payment amount for work efforts associated with the preparation and approval of the geometric approval drawings (GADs) for the Project has been set at \$750,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A9

Utility Strip Map

A pre-determined payment amount for work efforts associated with the preparation and approval of the utility strip map for the Project has been set at \$50,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A10

Transportation Management Plan (TMP)

A pre-determined payment amount for work efforts associated with the preparation and approval of the transportation management plan (TMP) for the Project has been set at \$500,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A11

Project Aesthetic Concept Plans

A pre-determined payment amount for work efforts associated with the preparation and approval of the project aesthetic concept plans (3 plans) for the Project has been set at \$500,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A12

Maintenance Work Plan

A pre-determined payment amount for work efforts associated with the preparation and approval of the maintenance work plan for the Project has been set at \$200,000 and will be paid in accordance with the provisions set forth in the Contract. No additional compensation will be allowed under this bid item.

Bid Item A13

NTP1 Mobilization

A pre-determined payment amount for work efforts associated with the NTP1 mobilization (as defined by Section 1.2.3 of the Technical Provisions) for the Project has been set at \$5,000,000 and will be paid in accordance with the provisions set forth in the Contract (Appendix 20). No additional compensation will be allowed under this bid item.

Bid Item Description for Elements Contained in Category 'B'

Bid Item B1

Community Outreach

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the community outreach requirements and provisions as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item B2

Design Survey

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the design survey requirements and provisions as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item B3

Geotechnical Engineering/Site Condition Investigation

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the geotechnical engineering and site condition investigation provisions and requirements as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item B4

Design (Including Landscaping and Aesthetics Design)

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the design provisions and requirements as specified in the Contract Documents including landscaping and aesthetics elements, with no additional compensation being allowed therefor.

Bid Item B5

Environmental Permitting/Governmental Approval Activities

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the environmental permitting and governmental approval activities provisions and requirements as specified in the Contract Documents with no additional compensation being allowed therefor.

Bid Item B6

Utility Location, Utility Survey, Utility Relocation Design, and Utility Coordination

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the utility location, utility survey, utility relocation design and utility coordination provisions and requirements as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item B7

Project Vehicles

Includes full compensation for furnishing all project vehicles (including all maintenance, insurance, fuel and fleet management) in accordance with the Project provisions and requirements as specified in the Contract Documents with no additional compensation being allowed therefor.

Bid Item Description for Elements Contained in Category 'C'

Bid Item C1

Construction Management

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the construction management provisions and requirements as specified in the Contract Documents with no additional compensation being allowed therefor.

Bid Item C2

Mobilization (not to exceed \$35,000,000 less NTP1 Mobilization)

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the Project mobilization provisions as specified in the Contract Documents. The maximum amount allowed under this item shall not exceed \$35,000,000.

Bid Item C3a

Bond Premium for NTP1 Work Effort

Includes all cost and incidentals in association with securing and providing bonds meeting all Project provisions and requirements as specified in the Contract Documents with no additional compensation being allowed therefor.

Bid Item C3b

Bond Premium for NTP2 Work Effort

Includes all cost and incidentals in association with securing and providing bonds meeting all Project provisions and requirements as specified in the Contract Documents with no additional compensation being allowed therefor.

Bid Item C4a

Insurance Premium for NTP1 Work Effort

Includes all cost and incidentals in association with securing and providing insurance meeting all provisions and requirements as specified in the Contract Documents with no additional compensation being allowed therefor.

Bid Item C4b

Insurance Premium for NTP2 Work Effort

Includes all cost and incidentals in association with securing and providing insurance meeting all provisions and requirements as specified in the Contract Documents with no additional compensation being allowed therefor.

Bid Item C5

Railroad Flagging

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with railroad flagging requirements for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C6

Water Pollution Control

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with the water pollution control provisions and requirements for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C7

Traffic Control and Management

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with the traffic control and management requirements for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C8

Earthwork

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with earthwork construction (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C9

Roadway

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with constructing all roadways (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C10

Pavements (excluding Pavement Rehabilitation)

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work associated with constructing pavements (complete in place) for all roadways for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C11a

Bridges

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with constructing all bridges (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C11b

Retaining Walls

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all the work efforts associated with constructing all retaining walls (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C11c

Soundwalls

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with constructing all soundwalls (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C12a

Seismic and Force Distribution Monitoring - Prado Overhead

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with constructing and the installation of seismic and force distribution monitoring elements on the Prado overhead (complete in place) as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C13

Drainage

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with constructing all drainage improvements (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C14

TMS/Lighting/Electrical

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with constructing all TMS/lighting/electrical improvements (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item B15

Signing and Striping

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with constructing all signing and striping (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C16

Environmental Mitigation

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with all environmental mitigation activities (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C17

Utility Relocations

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with constructing all utility relocations (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C18

ETTM Infrastructure

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with constructing all ETTM infrastructure elements (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C19

Express Lane Closures

Includes full compensation for furnishing all labor, materials, tools, equipment, fees, and incidentals; performing all work efforts associated with construction activities for express lane closures (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C20

Plant Establishment *(must be at least \$765,000)*

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with construction activities related to the plant establishment provisions and requirements (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor. The minimum amount allowed under this item is \$765,000.

Bid Item C21

Pavement Rehabilitation Allowance

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work efforts associated with construction activities related to all pavement rehabilitation (complete in place) for the Project as specified in the Contract Documents, with no additional compensation being allowed therefor.

Bid Item C22

Aesthetics and Landscaping Allowance

A pre-determined payment amount for work efforts associated with all aesthetics and landscaping provisions and requirements for the Project has been set at \$15,000,000 and will be paid in accordance with the provisions set forth in the Contract. No modification or variation to this line item compensation amount will be allowed. This item does not include the design of landscaping and aesthetics, which is included in Bid Item 15.

PROPOSER:

By: _____

Name: _____

Title: _____

ITEMIZED PAVEMENT REHABILITATION BREAKDOWN —FORM M-1.1.1

APPROXIMATE EASTBOUND PAVEMENT REHABILITATION WORK					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Rout and Seal*	LF	2,970		
2	Spall Repairs	EA	88		
3	Widen Longitudinal Joints	LF	11,550		
4	Saw and Seal Transverse Joints	LF	107,690		
5	Saw and Seal Longitudinal Joints	LF	120,890		
6	Slab Replacement	EA	11		
7	Mill and Overlay*	SQYD	24,750		
8	Geosynthetic Pavement Interlayer	SQYD	3,190		
EASTBOUND PAVEMENT REHABILITATION SUBTOTAL					\$
APPROXIMATE WESTBOUND PAVEMENT REHABILITATION WORK					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Rout and Seal*	LF	2,640		
2	Spall Repairs	EA	66		
3	Widen Longitudinal Joints	LF	16,170		
4	Saw and Seal Transverse Joints	LF	105,160		
5	Saw and Seal Longitudinal Joints	LF	116,270		
6	Slab Replacement	EA	28		
7	Mill and Overlay*	SQYD	17,820		
8	Geosynthetic Pavement Interlayer	SQYD	2,530		
WESTBOUND PAVEMENT REHABILITATION SUBTOTAL					\$
PAVEMENT REHABILITATION TOTAL					\$
Legend: EA = Each; LF = Linear Feet; SQYD = Square Yard; * If approach slab, need to remove					

PROPOSER:

By: _____

Name: _____

Title: _____

ITEMIZED LANDSCAPE AND AESTHETICS BREAKDOWN — FORM M-1.1.2

Concept _____ [**Proposer to Insert Concept Reference**]

(Instructions: Proposer shall provide a completed Form M-1.1.2 for each concept plan being submitted. The pre-determined allowance for Landscape and Aesthetics is set at \$15,000,000 for each concept plan.)

AESTHETICS ELEMENTS					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Master Formliner Retaining Walls	SQFT			\$
2	Formliner Costs (Retaining Walls)	SQFT			\$
3	Sound Wall Pilasters/Artwork	Each			\$
4	Abutment and Wing Wall Formliner	SQFT			\$
5	Parapet Texture	SQFT			\$
6	Slope Paving Texture & Color	SQFT			\$
7	Gateway Pilasters/Monuments	EA			\$
8	Texture on Box Girder	SQFT			\$
9	Decorative Pedestrian Fencing (Green River Overcrossing)	LF			\$
10	Staining/Anti-graffiti Coating	SQFT			\$
STRUCTURAL AESTHETICS SUBTOTAL					\$ 5,250,000.00
LANDSCAPE EIEMENTS					
GATEWAY INTERCHANGES					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	36" Box Trees	EA			\$
2	24" Box Trees	EA			\$
3	15 Gallon Trees	EA			\$
4	Palm Trees	EA			\$

5	5 Gallon Shrubs	EA			\$
6	1 Gallon Shrubs	EA			\$
7	5 Gallon Vines	EA			\$
8	Groundcover	EA			\$
9	Decomposed Granite Mulch	SQFT			\$
10	Rock Mulch	SQFT			\$
11	Cobble Mulch	SQFT			\$
12	Rock Blanket	SQYD			\$
13	Wood Chip Mulch	CY			\$
14	Irrigation	SQFT			\$
GATEWAY INTERCHANGES SUBTOTAL					\$
INTERCHANGE LANDSCAPES					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	36" Box Trees	EA			\$
2	24" Box Trees	EA			\$
3	15 Gallon Trees	EA			\$
4	Palm Trees	EA			\$
5	5 Gallon Shrubs	EA			\$
6	1 Gallon Shrubs	EA			\$
7	5 Gallon Vines	EA			\$
8	Groundcover	EA			\$
9	Decomposed Granite Mulch	SQFT			\$
10	Rock Mulch	SQFT			\$
11	Cobble Mulch	SQFT			\$
12	Rock Blanket	SQYD			\$
13	Wood Chip Mulch	CY			\$
14	Irrigation	SQFT			\$
INTERCHANGE LANDSCAPES SUBTOTAL					\$

CORRIDOR LANDSCAPES					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	36" Box Trees	EA			\$
2	24" Box Trees	EA			\$
3	15 Gallon Trees	EA			\$
4	Palm Trees	EA			\$
5	5 Gallon Shrubs	EA			\$
6	1 Gallon Shrubs	EA			\$
7	5 Gallon Vines	EA			\$
8	Groundcover	EA			\$
9	Decomposed Granite Mulch	SQFT			\$
10	Rock Mulch	SQFT			\$
11	Cobble Mulch	SQFT			\$
12	Rock Blanket	SQYD			\$
13	Wood Chip Mulch	CY			\$
14	Irrigation	SQFT			\$
CORRIDOR LANDSCAPES SUBTOTAL					\$
MISC CORRIDOR ELEMENTS					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Decorative Paving	SQFT			\$
2	Water Taps	EA			\$
3	Boulders	EA			\$
MISC CORRIDOR ELEMENTS SUBTOTAL					\$
LANDSCAPE AND IRRIGATION SUBTOTAL					\$ 9,750,000.00
LANDSCAPE AND AESTHETICS TOTAL					\$ 15,000,000.00
Legend: CY = Cubic Yard, EA = Each, LF = Linear Feet, SQFT = Square Feet, SQYD = Square Yard					

PROPOSER:

By: _____

Name: _____

Title: _____

MAXIMUM PAYMENT SCHEDULE – FORM M-2

SR 91 Corridor Improvement Project

(all figures are in US dollars)

(See Separate Document for Form)

COMPLETION DEADLINES – FORM N

Instructions: Proposer to insert the # of calendar days in the blank below.

Description	Substantial Completion Deadline
RCTC Last Allowable Date for Substantial Completion	NTP2 plus 1,518 calendar days
Proposal Commitment Date for Substantial Completion	NTP2 plus _____ calendar days (1,218 calendar days minimum)

PROPOSER:

By: _____

Name: _____

Title: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM O

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE PROPOSER, MAJOR PARTICIPANT AND EACH NON-EXEMPT SUBCONTRACTOR.

The undersigned Proposer ____ Major Participant ____ proposed Subcontractor ____ hereby certifies that it has ____ has not ____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Company)

By: _____
(Title)

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by proposed Design-BUILDER and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

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

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

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION – FORM P

The undersigned Proposer certifies on behalf of itself and all Equity Participants, Major Participants and contractors the following:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

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

Where the Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date: _____

Proposer: _____

Signature: _____

Title: _____

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

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING — FORM Q

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

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

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

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

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

The undersigned certifies or affirms the truthfulness and accuracy of each statement of certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: _____, 201_

Signature

Title

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

IRAN CONTRACTING CERTIFICATION — FORM R

Section 2200 *et seq.* of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that

1. It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or
2. It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a proposal in response to the Request for Proposals to Design and Construct the State Route 91 Corridor Improvement Project issued by Riverside County Transportation Commission.

Note: Providing a false certification may result in civil penalties and sanctions.

Date: _____

Entity: _____

Signature: _____

Title: _____

[Duplicate this form so that it is signed by the Proposer and all Equity Participants of the Proposer.]

BIDDERS LIST – FORM S



Design-Builder/Proposer: _____ RFP No.: _____

The U.S. DOT requires the RCTC to create and maintain a “Bidders List” containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the RCTC’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The “Bidders List” is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Design Builder/Proposer is to complete all requested information on **RCTC’s Form S - “Bidders List”** form for every firm who submitted a bid, proposal or quote, including the primary Design Builder/Proposer and subcontractors/subconsultants/vendors, and submit this information at the time of proposal submission. The “Bidders List” information must be submitted on the RCTC Bidders List form and should be included with the proposal submittal; however, in the event that the referenced RCTC Bidders List form is not included, the RCTC Bidders List form shall be submitted to the RCTC no later than 48 hours following proposal submission due date and timeline for the Design-Builder/Proposer to be deemed responsive.

DESIGN-BUILDER’S/PROPOSER’S INFORMATION:	
Name of Prime’s Firm:	Phone Number: ()
Firm Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm’s annual gross receipts last year:
DBE Certification Eligibility (place an “X”): ___ African American ___ Asian Pacific American ___ Native American ___ Woman ___ Hispanic American ___ Subcontinent Asian American ___ Other	Less than \$1 million: <input type="checkbox"/> Less than \$5 million: <input type="checkbox"/> Less than \$10 million: <input type="checkbox"/> Less than \$15 million: <input type="checkbox"/> More than \$15 million: <input type="checkbox"/>

PROVIDE THE FOLLOWING INFORMATION FOR EVERY FIRM (DBE AND NON-DBE) THAT SUBMITTED A BID, PROPOSAL OR QUOTE ON THIS DOT-ASSISTED PROJECT, WHETHER SUCCESSFUL OR UNSUCCESSFUL IN THEIR ATTEMPT TO OBTAIN A CONTRACT:

Name of Prime's Firm:	Phone Number: ()
Firm Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): __ African American __ Asian Pacific American __ Native American __ Woman __ Hispanic American __ Subcontinent Asian American __ Other	Less than \$1 million: <input type="checkbox"/>
	Less than \$5 million: <input type="checkbox"/>
	Less than \$10 million: <input type="checkbox"/>
	Less than \$15 million: <input type="checkbox"/>
	More than \$15 million: <input type="checkbox"/>

Name of Prime's Firm:	Phone Number: ()
Firm Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): __ African American __ Asian Pacific American __ Native American __ Woman __ Hispanic American __ Subcontinent Asian American __ Other	Less than \$1 million: <input type="checkbox"/>
	Less than \$5 million: <input type="checkbox"/>
	Less than \$10 million: <input type="checkbox"/>
	Less than \$15 million: <input type="checkbox"/>
	More than \$15 million: <input type="checkbox"/>

Name of Prime's Firm:	Phone Number: ()
Firm Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): __ African American __ Asian Pacific American __ Native American __ Woman __ Hispanic American __ Subcontinent Asian American __ Other	Less than \$1 million: <input type="checkbox"/>
	Less than \$5 million: <input type="checkbox"/>
	Less than \$10 million: <input type="checkbox"/>
	Less than \$15 million: <input type="checkbox"/>
	More than \$15 million: <input type="checkbox"/>

If necessary, this "Bidders List" form can be duplicated to include all firms that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract. Failure of the Design-Builder/Proposer to submit the required "Bidders List" form will be grounds for finding the proposal non-responsive.