

FORM A

NEVADA DEPARTMENT OF TRANSPORTATION PROJECT NEON - DB PHASE INSTRUCTIONS TO PROPOSERS

PROPOSAL LETTER

PROPOSER: _____

Proposal Date: July 31, 2015

The undersigned (“Proposer”) submits this Proposal (“Proposal”) in response to that certain Request for Proposals (as amended, the “RFP”) issued by the Nevada Department of Transportation (“Department”) dated as of March 9, 2015, to design and construct Project Neon - DB Phase (the “Project”), as more specifically described herein and in the documents provided with the RFP (the “RFP Documents”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

Subject to the terms below, in consideration for Department supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Technical Proposal, the undersigned undertake(s) [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) subject to Section 4.6.2 of the ITP, to keep this Proposal open for acceptance initially for 180 days after the Proposal 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 the Department, in the Department’s sole discretion; and

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

If the Department properly draws on Proposer’s Proposal Bond in accordance with the terms, and subject to the conditions of the RFP Documents, and the surety or other financial institution providing the Proposal Bond refuses to honor the Department’s proper draw thereon, by its signature(s) below, the undersigned undertakes, on behalf of Proposer’s Principal Participants, and by such signature, Proposer’s Principal Participants each assume, joint and several liability to the Department for the entire penal sum of the Proposal Bond.

If selected by the Department, Proposer agrees to do the: (a) if requested by the Department in its sole discretion, enter into good faith negotiations with the Department regarding the terms of the Contract Documents, in accordance with the requirements of the RFP, (b) enter into the Contract without varying or amending its terms (except for modifications agreed to by the Department, in its sole discretion) and satisfy all other conditions to award of the Contract, 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: _____ ***[Insert name]***

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

_____ ***[Insert names]***

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
- Price Proposal, including Proposal Bond and copy of executed Escrow Agreement

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

[Addendum No. 1 issued April 1, 2015](#)

[Addendum No. 2 issued April 29, 2015](#)

[_____]

Responses issued [[April 29, 2015](#)]: _____]

[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, 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 the Department's responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by Design-Builder and do not contain internal inconsistencies, errors or omissions; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted a Reasonable Investigation in preparing this Proposal; and that it has notified the Department in writing of any Errors, deficiencies, ambiguities and inconsistencies in or omissions from any RFP Documents or other documents provided by the Department 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 Information Documents (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 Information Documents, including those set forth in Sections 1.9, 3.3, and 3.4 of the Contract.

Proposer represents that all statements made in the Statement of Qualifications ("SOQ") previously delivered to the Department (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 the Department is not bound to accept any Proposal or to award the Contract to the Proposal offering the lowest price to the Department or any Proposal that the Department may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by Proposer, except any stipend that the Department may pay Proposer in accordance with the Stipend Agreement and Section 6.3 of the ITP. Proposer acknowledges that it has executed the Stipend Agreement and, in doing so, has irrevocably elected to accept the stipend offered for such work product.

Subject to Proposer's rights under the Public Records Law, Proposer consents to the Department's disclosure of its Proposal pursuant to NRS Chapter 239, to any Persons, in the Department's sole discretion, after award and execution of the Contract by the Department. Proposer acknowledges and agrees to the disclosure terms of the ITP and that observers and individuals may conduct reviews on behalf of FHWA with

respect to the successful Proposal. Proposer expressly waives any right to contest such disclosures.

Proposer agrees that the Department will not be responsible for any errors, omissions, inaccuracies, inconsistencies, 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 or is otherwise unsuccessful, Proposer shall forfeit its Proposal stipend and shall be liable to the Department for the Department's costs incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the Department 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 Nevada.

Proposer's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

[Insert appropriate signature block from following pages]

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

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for consortium, partnership, or any other form of 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 Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

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

- B. Describe in detail the legal structure of Proposer and Principal Participants.
 - 1. If Proposer or any Principal Participant is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for Proposer/Principal 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 as required by the ITP.

 - 2. If Proposer or any Principal 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/Principal 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 Proposer or any Principal Participant is a consortium, joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all consortium or joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Principal 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 Proposer or any Principal 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 Proposer/Principal 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. Attach evidence to the Proposal Letter, in respect of the Proposal, and to each letter required under the Proposal Letter that the person signing has authority to do so. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award. For purposes of clarity, Proposer may append to the Proposal Letter a letter from each person signing the Proposal that such person has the authority to do so, which shall suffice for the purposes of the requirements set forth in this Section B.4.

For purposes of this Section B, the term “organizational documentation” in respect of a Principal Participant shall mean such entity’s certificate of formation/articles of incorporation/certificate of partnership/joint venture agreement, or equivalent charter documentation; provided, further, that such entity shall provide its partnership agreement/operating agreement/bylaws/equivalent joint venture or investment fund internal governing organizational documentation prior to award.

- C. With respect to authorization of execution and delivery of the Proposal and validity thereof, if 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 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 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 Proposer is a consortium or other form of joint venture, such evidence shall be in the form of a resolution of each consortium or joint venture member, certified by an appropriate officer of such consortium or joint venture member. If Proposer is a consortium, joint venture or a partnership, the Proposal must be executed by all consortium or joint venture members or all general partners, as applicable.
- D. The Design-Builder’s partnership agreement, limited liability company operating agreement, charter or joint venture agreement, as applicable, shall be included in the Proposal. If Design-Builder is not yet formed, the Proposer shall provide draft organizational documents. The applicable agreement or draft organizational documents must include the following, along with a cover page indicating where the provisions are found:
 - 1. an express provision satisfactory to the Department, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners, members or shareholders, as applicable, no joint

venture member, partner, member or shareholder, as applicable, shall be entitled to stop, hinder or delay work on the Project.

FORM B-1

IDENTIFICATION OF PROPOSER AND PRINCIPAL PARTICIPANTS

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

The above information is true, correct and accurate.

Executed: [_____, 2015].

(Signature)

(Name Printed)

(Title)

(Proposer)

FORM B-2

INFORMATION ABOUT PROPOSER ORGANIZATION

1.0 Name of Proposer: _____

2.0 Type of entity: Proposer: _____

3.0 Proposer's address: _____

Telephone

Facsimile

4.0 How many years (measured from the date of issuance of the RFQ) has Proposer and each Principal Participant been in its current line of business and how many years (measured from the date of issuance of the RFQ) 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 Proposer and each Principal Participant operated?

Proposer: _____

_____:

_____:

_____:

_____:

6.0 Proposer shall review its SOQ previously submitted to the Department and list below any Key Personnel and other key staff members and their relevant experience that have been approved by the Department since the submission of the SOQ. Except as updated by the following information, Proposer's SOQ is hereby incorporated as if set forth in full and Proposer represents and warrants to the Department 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 or omit to state a material fact necessary in order to make the information not misleading. Attach separate sheets if necessary.

7.0 List all Nevada licenses held by Proposer and any Principal Participants. Attach copies of all Nevada licenses. Attach a separate sheet if necessary.

8.0 The Proposal shall include the following information regarding the Surety/Bonding companies or banking institutions committing to provide the Payment and Performance Bonds in accordance with Section 8 of the Contract:

- (a) Name and address of bonding company(ies) that will provide the surety bonds required by the Contract (must be an Eligible Surety)
- (b) Whether or not the listed bonding company has defaulted on any obligation within the past ten years (measured from the date of issuance of the RFQ), and, if so, a description and details of the circumstances and the outcome of such default.

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

Executed [_____], 2015].

(Signature)

(Name Printed)

(Title)

(Proposer)

If any Major Participant or Subcontractor identified above is a single purpose entity formed for the Project, complete the following matrix for each such single purpose entity:

Name of major Participant/Contract or	Form of Entity (partnership, joint venture, LLC, corporation, etc.)	Entities with Ownership Interest	Percentage of Ownership Interest
Ex: Contractor AB, JV	Joint venture	Contractor A	60%
		Contractor B	40%

Add additional sheet(s) as necessary.

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

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

Executed [_____], 2015].

(Signature)

(Name Printed)

(Title)

(Proposer)

FORM C

RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE

Proposer: _____

Name of Firm on Whose Behalf Form is Provided: _____

1. Has the firm or any affiliate* or any **current** officer, director or employee of either the firm or any affiliate, been indicted or convicted of bid (e.g., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract-related crimes or violations or any other felony or serious misdemeanor within the past ten (10) years (measured from the date of issuance of this RFP)?

Yes No

If yes, please explain:

2. Has the firm or any affiliate* ever sought protection under any provision of any bankruptcy act within the past ten (10) years (measured from the date of issuance of this RFP)?

Yes No

If yes, please explain:

3. Has the firm or any affiliate* ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten (10) years (measured from the date of issuance of this RFP)?

Yes No

If yes, please explain:

4. Has the firm or any affiliate* ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten (10) years (measured from the date of issuance of this RFP)?

Yes No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

5. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate* involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten (10) years (measured from the date of issuance of this RFP)?

Yes No

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

6. Has the firm or any affiliate* been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Nevada governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten (10) years (measured from the date of issuance of this RFP), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Nevada law?

Yes No

If yes, please explain:

7. Has the firm or any affiliate* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Nevada Office of Labor Commissioner, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten (10) years (measured from the date of issuance of this RFP) governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes No

If yes, please explain:

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

Yes No

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

The term “affiliate” means parent companies at any tier; subsidiary companies at any tier; entities under common ownership; joint ventures, consortia, and partnerships involving such entities (but only as to activities of joint ventures, consortia, and partnerships involving the Proposer, any Principal Participant or Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Principal Participant or Major Participant), and any other financially liable or responsible parties that (a) within the past five (5) years (measured from the date of issuance of this RFP) have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the design, construction, management, operation or maintenance for any project listed by an entity in Proposer’s Statement of Qualifications (pursuant to Section 4.4.2.4 of the RFQ).

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

By: _____
Print Name: _____
Title: _____
Date: [_____ __, 2015]

FORM D
INDUSTRIAL SAFETY RECORD
FOR PRINCIPAL PARTICIPANTS AND MAJOR PARTICIPANTS

PROPOSER'S NAME: _____

NAME OF TEAM MEMBER: _____

ROLE OF TEAM MEMBER: _____

This form shall be filled out separately and provided for each Principal Participant and Major Participant of Proposer's team that has undertaken work in the United States and will perform or supervise construction and installation Work for the Project, and including information for any entity affiliated with such team member that has undertaken work in the United States. Information must be provided with regard to all construction, installation and integration work undertaken in the United States (including the State of Nevada) by the entity, with separate statistics relative to the State of Nevada. For Proposer team members that are members of joint ventures, information as to the joint venture shall be provided as though 100% of the results were for the listed participant. Proposer may be requested to submit additional information or explanation of data which the Department may require for evaluating the safety record.

For purposes of this form, the term "affiliated" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Principal Participant or any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Principal Participant or any Major Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFQ) have engaged in business in the United States. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years in the United States.

	2010	2011	2012	2013	2014
1) Total Hours Worked (in thousands) Nationwide: Nevada:					
2) Number of fatalities:* Nationwide: Nevada:					
3) Number of lost workdays:* Nationwide: Nevada:					
4) Number of lost workdays* cases: Nationwide: Nevada:					
5) Number of injury/illness* cases: Nationwide: Nevada:					
6) Number of days of* restricted work activity due to injury/illness: Nationwide: Nevada:					
7) Incidence Rate** Lost Workday Cases Nationwide: Nevada: Days Lost Nationwide:					

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Nevada:					
8) Worker's Compensation Experience Modifier Nationwide: Nevada:					

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Nevada that the information is true and accurate within the limitation of those records.

_____		_____	
Name of Company (Print)		Signature	
_____		_____	
Address		Title	
_____	_____	_____	
City	State and ZIP Code	Telephone Number	
(or international address, if applicable)			

FORM E

PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY

Name of Proposer: _____

Key Personnel Assignment	Name of Individual Assigned and Employer
Project Manager	
Deputy Project Manager	
Construction Manager	
Lead Engineer	
Public Information Coordinator	
Quality Manager	
Environmental Compliance Manager	
Traffic Control Engineer	
Utilities Design/Construction Coordinator	
Safety Manager	
Structures Lead Design Engineer	

Proposer's Name: _____ (the "Proposer")

Employer's Name: _____ (the "Employer") *[Note: Duplicate as necessary to ensure all employers execute.]*

COMMITMENT OF AVAILABILITY

Understanding the Department's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Contract, the Employer's named Key Personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the Contract Documents.

Proposer's Name: _____

Signed: _____

Printed Name: _____

Title: _____

Employer's Name: _____

Date: [_____ __, 2015]

Subscribed and sworn to before me this ____ day of [_____, 2015].

Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

[Note: Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed by Proposer on its own behalf and by each of the Principal Participants on their own behalves.]

FORM G

BUY AMERICA CERTIFICATION

(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 with regard to the Project:

- 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, the Department 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 the Department.

Date: [_____, 2015]

Signature: _____

Title: _____

Proposer’s Name: _____

FORM H
DBE CERTIFICATION

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for participation by Disadvantaged Business Enterprises is established for professional services and construction work on the Project:

Three and one-half percent (3.5%) of the Contract Price

DBE Certification

By signing the Proposal, the Proposer certifies that (1) the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Proposer will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the Contract, the Design-Builder will submit a final DBE Performance Plan meeting the requirements set forth in Section 7.1.3 of the Contract and the DBE Special Provisions attached as Appendix 3 to the Contract.

Failure to submit the final DBE Performance Plan will be considered a breach of the requirements of the Contract. .

[name]

[title]

FORM I

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Proposer's attention is directed to 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 the Department'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 the Department in connection with the Project procurement. Proposer's attention is also direct to Section 2.9.2 of the Instructions to Proposers regarding Organizational Conflicts of Interest and the restrictions applicable to such conflicts.

1. Disclosure Pursuant to Section 636.116(2)(v)

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, Principal Participants, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. If no disclosure is necessary, indicate "None".

By way of example only, and in no way limiting the Proposer's disclosure obligations, Proposer should disclose (a) any current contractual relationships with the Department, (b) any past, present, or planned contractual or employment relationships with any officer or employee of the Department; and (c) any other circumstances that might be considered to create a financial interest in the contract by any Department 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 (e.g. joint ventures) with any of the individuals or entities involved in preparing the RFP,, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken 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

[_____, 2015]
Date

FORM J

PROPOSAL BOND

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 Nevada, are hereby jointly and severally held and firmly bound unto the Nevada Department of Transportation ("Department"), in the sum of \$_____ **[NOTE: Insert amount that is no less than five percent (5%) of the Proposer's Proposal Price and delete this bracketed text]** (the "Bonded Sum"). This Bonded Sum reflects a portion of the total amount payable to the Department by the Principal if it is identified as the apparent highest ranked proposer or awarded a contract based on its Proposal for the design and construction of the Project Neon – DB Phase (the "Project"), for the payment of which we each bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its Proposal to design and construct the Project through a Design-Build Contract ("Contract"), which Proposal is incorporated herein by this reference and has been submitted pursuant to the Department's Request for Proposals dated as of March 9, 2015 (as amended or supplemented, the "RFP"), in accordance with the Instructions to Proposers ("ITP") included in the RFP ;

NOW, THEREFORE:

1. The condition of this 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 the Department 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 the Department:

(a) Principal's receipt of written notice from the Department that either (i) no Contract for the Project will be awarded by the Department pursuant to the RFP, or (ii) the Department 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 Principal;

(b) Except as expressly provided otherwise in the RFP and/or agreed to by the Department in writing, Principal's performance of its obligations to satisfy conditions of issuance of NTP1 pursuant to Section 4.1.2 of the Contract; or

(c) If the Department has not previously delivered notice of forfeiture hereunder, failure of the Department to conditionally award the Contract to Principal within 180 days after the Financial Proposal Due Date.

2. The Principal and the Surety or Co-Sureties hereby agree to pay to the Department 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 4.6.2, without the Department's consent; or

(b) Principal is the Preferred Proposer and Principal fails to negotiate in good faith with the Department, as set forth in ITP Section 5.9; or

(c) Principal is the Preferred Proposer and Principal fails to satisfy the conditions to award and execution of the Contract, including, without limitation, failure to provide the documents required under, or satisfy the conditions set forth in ITP Section 5.10.1, 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 the Department 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 the Department's transportation improvement program, including 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 the Department would incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal, and do not constitute a penalty. Principal agrees to such liquidated damages in order to fix and limit Principal's costs and to avoid later Disputes over what amounts of damages are properly chargeable to Principal.

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

(a) This Proposal Bond shall not be subject to forfeiture in the event that the Department disqualifies the Proposal based on a determination that it is non-responsive or non-compliant.

(b) If suit is brought on this bond by the Department and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by the Department 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 bond should be sent to Surety at the following address:

SIGNED and SEALED this _____ day of [_____, 2015]

Principal

By: _____

Co-Surety

By: _____
Attorney in Fact

By: _____

Co-Surety

By: _____
Attorney in Fact

By: _____

By: _____

Co-Surety

By: _____
Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

FORM K
ESCROW AGREEMENT
[see attached]

ESCROW AGREEMENT – FORM K

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of this [_____, 2015] (the “Effective Date”), by and among [_____] a [_____] (“Depositor”), [_____] a [_____] (“Escrow Agent”), and the Nevada Department of Transportation, a state agency of the State of Nevada (the “Department”) to and for the benefit of the Department. Each of Depositor, Escrow Agent and Department are a “Party” (and collectively, the “Parties”), as context may require. Initially capitalized terms not defined herein shall have the meanings set forth in the RFP.

RECITALS

A. The Department has issued a Request for Proposals, dated as of March 9, 2015, (as amended, the "RFP") for the Project Neon - DB Phase (the “Project”).

B. Depositor wishes to submit to the Department a proposal (the “Proposal”) in response to the RFP.

C. In accordance with Section 4.4.4 of the Instructions to Proposers, as amended (“ITP”), Depositor is submitting certain materials (as more fully set forth in Section 4.4.4 of the ITP and Exhibit A to this Agreement, the “Escrowed Materials”) to Escrow Agent to be held in a secure location and available for review by the Department as specified herein.

D. Depositor wishes to employ the services of Escrow Agent to act as the escrow holder with regard to the Escrowed Materials, and future deposit of additional 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, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, (i) the Parties hereby agree as follows:

AGREEMENT

1. Designation of Authorized Representatives. Depositor hereby designates [_____] as its authorized representative for purposes of this Agreement. The Department hereby designates [_____] as its authorized representative for purposes of this Agreement. The Department may change its authorized representative at any time by providing written notice to Depositor and Escrow Agent. Depositor may change its authorized representative at any time by providing written notice to the Department and Escrow Agent.

2. Deposit; No Liens.

(a) Depositor hereby deposits with Escrow Agent the Escrowed Materials, Line 1 of Exhibit A, consisting of [] ([]) separately sealed boxes, each labeled pursuant to Section 4.4.4 of the ITP and numbered serially “1 of [],” etc. (the “Initial Escrowed Materials”).

(b) Escrow Agent hereby acknowledges receipt of the Initial Escrowed Materials, and agrees to hold the Initial Escrowed Materials and all other Escrowed Materials, as and when delivered to Escrow Agent, in safekeeping under the terms and conditions of this Agreement.

(c) Escrow Agent shall provide a signed delivery receipt of the Escrowed Materials promptly upon Depositor’s request evincing receipt of any Escrowed Materials.

(d) Additional information, documents or other materials may be added to the Escrowed Materials pursuant to the requirements identified in the ITP, RFP or the Contract Documents (as such latter term is defined in the Contract), including pursuant to Sections 21.1 and 21.2 of the Contract. In connection with deposit of such additional information, documents or other materials, Escrow Agent and Depositor shall prepare an amended Exhibit A, describing such information, documents or materials (to include indicia of quantity, substantially in the form of this Section 2(a)), as additional lines to Exhibit A. Depositor shall sign each proposed amendment Exhibit A, and such signature shall constitute Depositor’s representation and warranty that such proposed-amended Exhibit A is true, accurate and complete. All such additional information, documents or other materials, if deposited by Depositor pursuant to the Contract Documents, shall conform to the requirements thereunder as to content and manner of submission. Upon the Department’s written approval, which shall not be unreasonably withheld, conditioned or delayed, such amended Exhibit A shall become part of this Agreement, and upon the deposit, such additional information, documents or other materials shall be, and deemed to be, “Escrowed Materials” for purposes of this Agreement.

(e) All Escrowed Materials shall be delivered by Depositor to Escrow Agent free and clear of any lien or encumbrance, except as permitted by the Contract, and Depositor agrees that it will not pledge, hypothecate or otherwise encumber any of the Escrowed Materials or grant any option or create any other right with respect thereto.

3. Manner of Holding Escrowed Materials. Escrow Agent shall hold the Escrowed Materials in a designated area on the premises of Escrow Agent located at [], Carson City, Nevada, or such other address within a ten-mile radius of 1263 South Stewart Street, Room 101, Carson City, Nevada, as is specified to the Department and the Depositor 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 the Department and Design-Builder during regular business hours (Monday through Friday, 8 AM to 5 PM), upon receipt of 24 hour advance written notice from the Department.

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 the Department's authorized representative, certifying that the Department has determined not to enter into a contract with Depositor and has executed a Design-Build Contract ("Contract") with another party, in which event the Escrowed Materials shall be released as directed by Depositor; or (ii) a certificate signed by the Department's authorized representative, certifying that the Department 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 Depositor and the Department directing release of the Escrowed Materials, in which event the Escrowed Materials shall be released as provided therein.

(b) If the Department and the Depositor 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 Depositor and the Department 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 (i) conflicting demands are made or notices served upon Escrow Agent with respect to this Agreement, or (ii) if a dispute should arise between the Department and Depositor as to whether any of the Escrowed Materials should be released or whether a Person should have access to the Escrowed Materials pursuant to the terms of this Agreement, then Escrow Agent shall refuse to deliver (or to provide such access to) the Escrowed Materials, except upon written directions from both the Department and Depositor, and Escrow Agent shall have the absolute right at its election to do any of the following, if directions resulting from resolution of such conflicting demands or dispute is not forthcoming within sixty (60) days of Escrow Agent's original receipt of such conflicting demands or knowledge of such dispute:

(a) withhold and stop all further proceedings in, and performance of this Agreement (excepting its obligation to hold the Escrow Materials in safekeeping in accordance with Sections 3(a) and (b));

(b) file a suit in interpleader in the Eighth Judicial District Court, Clark County, Nevada, and obtain an order from such 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 above, to be selected by Depositor within 30 days after Escrow Agent delivers notice thereof to the Department and to Depositor, and as such location is approved by the Department, and upon obtaining a judgment by the court or an order binding the parties, shall be relieved of further duties and obligations hereunder.

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

7. 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 Depositor:

[_____]
[_____]
[_____]

Attn: [_____]
Telephone: [_____]
Facsimile: [_____]
Email: [_____]

If to Escrow Agent:

[_____]
[_____]
[_____]

Attn: [_____]
Telephone: [_____]
Facsimile: [_____]
Email: [_____]

If to Department:

Nevada Department of
Transportation
1263 South Stewart Street,
Room 101
Carson City, NV 89712
Attention: Mr. Mark Stewart
Phone (775)888-7070 ext. 2124
Fax: (775) 888-7101
agreeservices@dot.state.nv.us

(for Department) with copy to:

Nevada Department of
Transportation
1263 South Stewart Street,
Room 101
Carson City, NV 89712
Attention: Louis F. Holland
Senior Deputy Attorney General
(Transportation Division)
Phone (775) 888-7516
Fax: (775) 888-7309
lholland@ag.nv.gov

or to such other addresses and such other places as any Party 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.

8. Representations. Depositor represents and warrants that neither the Depositor 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 Depositor, the Depositor'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.

9. Counterparts. This Agreement may be executed by Depositor, Escrow Agent, and the Department in one or more counterparts, all of which taken together, shall constitute one and the same instrument.

10. 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.

11. Governing Law. This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts of law principles.

12. 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.

13. Indemnification of Escrow Agent. The Escrow Agent shall be, and hereby is, indemnified and saved harmless by the Depositor 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.

14. 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.

15. Advice of Counsel. 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. Resignation of Escrow Agent. The Escrow Agent may resign as such following the giving of ninety (90) calendar days prior written notice to the Depositor and the Department. 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 Depositor and acceptable to the Department as evidenced by a written notice filed with the Escrow Agent. If the Depositor 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.

17. 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.

18. Court Orders. 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.

[Remainder of page intentionally blank; signatures on following page.]

IN WITNESS WHEREOF, each of Depositor, Escrow Agent and the Department each intending to be legally bound by this writing have caused this Agreement to be executed the date first above written.

DEPOSITOR: _____

By: _____

Name: _____

Title: _____

ESCROW AGENT: _____

By: _____

Name: _____

Title: _____

DEPARTMENT: NEVADA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Exhibit A to Escrow Agreement
Escrowed Materials
[To be completed by Proposer and Escrow Agent]

1. [_____];

2. [_____];

Exhibit B to Escrow Agreement
List of Fees to be Paid by Depositor
[List to be provided by Department.]

FORM L
OPINION OF COUNSEL

[LETTERHEAD OF INDEPENDENT LAW FIRM OR IN-HOUSE COUNSEL – SEE SECTION 6.1.2(e) OF THE ITP FOR LEGAL COUNSEL REQUIREMENTS]

Nevada Department of Transportation
1263 South Stewart Street, Room 101
Carson City, NV 89712

Re: Design-Build Contract (“Contract”) for Project Neon DB Phase dated as of [____], 2015, by and between Nevada Department of Transportation 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(e) of the Instructions to Proposers of that certain Request for Proposals issued by the Nevada Department of Transportation (“Department”) on March 9, 2015, 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 the Department 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, 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 Nevada 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] [if there is no Guaranty, this opinion may be omitted]***

4. [opinion that the 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”] [if there is no Guaranty, this opinion may be omitted]***

6. [opinion that the Contract constitutes a legal, valid and binding obligation of Design-Builder enforceable against 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] [if there is no Guaranty, this opinion may be omitted]***

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 there is no Guaranty, this opinion may be omitted]***

12. [opinion that execution and delivery by Design-Builder of the Proposal and the Contract do not, and the Design-Builder’s performance of its obligations under the Proposal and Contract Documents, will not, violate any statute, rule or regulation applicable to Design-Builder or to transactions of the type contemplated by the Proposal or the Contract that are valid and in effect on the date of execution and delivery]

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 statute, rule or regulation applicable to the Guarantor or to transactions of the type contemplated by the Guaranty that are valid and in effect on the date of execution and delivery] ***[if multiple Guarantees, these opinions are required for each Guaranty] [if there is no Guaranty, this opinion may be omitted]***

[Note to Proposers – the Department reserves the right to request additional legal opinions should the Project financing and/or the Proposer’s form

of organization documents or Proposal warrant, as the same shall be determined by the Department, in its sole discretion]

FORM M
PRICING FORMS

FORM M-1

PROPOSAL PRICE FORM

Project	Amount
Proposal Price	

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

Itemized breakdown of elements of the Proposal Price are shown on Form M-1.1, Form M-1.2 and Form M-1.3.

Proposer's projected progress payments for Work performed after issuance of NTP1 is as shown on Form M-2.

PROPOSER:

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM M-1.1

NTP1 - ITEMIZED PROPOSAL PRICE BREAKDOWN

Item No.	Description	Item Total (in US Dollars)
1	Project Management Plan	
1a	a) Project Administration	\$
1b	b) Quality Management System and Quality Manual	\$
1c	c) Design Quality Management Plan	\$
1d	d) Construction Quality Management Plan	\$
1e	e) Environmental Management	\$
1f	f) Public Involvement Plan	\$
1g	g) Safety Plan	\$
1h	h) Communications Plan	\$
1i	i) Transportation Management Plan	\$
1j	j) Preliminary L&A Plan	\$
2	Interim Project Office	\$
3	Project Office Setup	\$
4	Project Baseline Schedule	\$
5	Site Documentation	\$
6	Maintenance Work Plan	\$
7	Construction ATM System	\$
8	NTP1 Mobilization	\$10,000,000.00
	TOTAL	\$14,000,000.00

FORM M-1.2

**BRIDGE REHABILITATION WORK
ITEMIZED BREAKDOWN**

Item No.	Description	Unit	Quantity	Unit Price (in US Dollars)	Item Total (in US Dollars)
1	Concrete Bridge Deck Repair	SQFT	230,100 6,200	\$	\$
2	Bridge Deck Preparation	SQYD	511,300 8,100	\$	\$
3	Thin Bonded Multilayer Overlay	SQYD	511,300 8,100	\$	\$
4	Replace Strip Seal Expansion Joint Gland	LINFT	350	\$	\$
5	Replace Expansion Joint Headers and Strip Seal Assembly	LINFT	130	\$	\$
6	Replace Pourable Joint Seal	LINFT	520	\$	\$
7	Replace Relief Joint Seal	LINFT	500	\$	\$
8	Concrete Barrier Removal and Replacement	LINFT	10	\$	\$
Total – Bridge Rehabilitation Work					\$

FORM M-1.3

ITEMIZED PROPOSAL PRICE BREAKDOWN

Item No.	Description	Item Total (in US Dollars)
1.	NTP 1 Work (from Form M-1.1)	\$14,000,000.00
A - PROFESSIONAL SERVICES		
2.	Design Work	\$
3.	Public Involvement	\$
4.	Environmental permitting and compliance services	\$
5.	Design Work for utility relocations	\$
	Subtotal A - Professional Services	\$
B - MOBILIZATION		
6.	NTP2 Mobilization (<i>not to exceed \$15,000,000</i>)	\$
	Subtotal B - Mobilization	\$
C - BONDS AND INSURANCE		
7.	Payment Bond Premium	\$
8.	Performance Bond Premium	\$
9.	Insurance Premiums for NTP1 Work Effort	\$
10.	Insurance Premiums for NTP2 Work Effort	\$
11.	Other	
	Subtotal C - Bonds and Insurance	\$
D - GENERAL		
12.	Railroad Flagging	\$
13.	Plant Establishment	\$
14.	Bridge Rehabilitation Work (<i>from Form M-1.2</i>)	\$
	Subtotal D - General	\$

FORM M-1.3

ITEMIZED PROPOSAL PRICE BREAKDOWN

Item No.	Description	Item Total (in US Dollars)
E - PROJECT INFRASTRUCTURE		
15.	I-15 freeway system bridges and retaining walls	\$
16.	I-15 freeway system improvements and I-15 HOV system improvements (exclusive of Bridges and Retaining Walls)	\$
17.	I-15 southbound freeway ramps	\$
18.	US 95/I-15 HOV system - HOV direct connector	\$
19.	US 95/I-515 freeway system improvements	\$
20.	Clark County Regional Flood Control District (CCRFCD) facilities	\$
21.	Martin Luther King Boulevard and Grand Central Industrial Connector	\$
22.	Other Project Infrastructure	\$
	Subtotal E – Project Infrastructure	
	TOTAL	\$
	(Total = Subtotal A + Subtotal B + Subtotal C + Subtotal D +Subtotal E)	

FORM N

COMPLETION DEADLINES

Instructions: Proposer to insert the numbers of calendar days in the blanks below.

Substantial Completion Deadline Duration		
Deadline Description	Contract Document Sections	Deadline
Department Last Allowable Duration for Substantial Completion Deadline	Contract Sections 4.2.1 and 17.1; Appendix 23 to the Contract	NTP1 plus 1350 calendar days
Proposal Commitment Duration for Substantial Completion Deadline	Contract Sections 4.2.1 and 17.1; Appendix 23 to the Contract	NTP1 plus calendar days

Interim Milestone Completion Durations		
Duration Description	Contract Document Sections	Duration
Proposal Commitment Duration for Interim Milestone Completion Duration I-15 Department Project Infrastructure	Contract Sections 4.2.3 and 17.3; Appendix 23 to the Contract; Sections 1.1.6 and 12.4.3.2 of the Technical Provisions	calendar days from initial Permitted Construction Closure pursuant to <u>Section 12.4.3.2</u> of the Technical Provisions
Proposal Commitment Duration for Interim Milestone Completion Duration US 95 Department Project Infrastructure	Contract Sections 4.2.3 and 17.3; Appendix 23 to the Contract; Sections 1.1.6 and 12.4.3.2 of the Technical Provisions	calendar days from initial Permitted Construction Closure pursuant to <u>Section 12.4.3.2</u> of the Technical Provisions
Proposal Commitment Duration for Interim	Contract Sections 4.2.3 and 17.3; Appendix 23 to the	calendar days from

Interim Milestone Completion Durations		
Duration Description	Contract Document Sections	Duration
Milestone Completion Duration WS-Ramp (I-515 westbound to I-15 southbound) Department Project Infrastructure	Contract; Sections 1.1.6 and 12.4.3.2 of the Technical Provisions	initial Permitted Construction Closure pursuant to <u>Section 12.4.3.2</u> of the Technical Provisions
Proposal Commitment Duration for Interim Milestone Completion Duration NE-Ramp (I-15 northbound to I-515 eastbound) Department Project Infrastructure	Contract Sections 4.2.3 and 17.3; Appendix 23 to the Contract; Sections 1.1.6 and 12.4.3.2 of the Technical Provisions	calendar days from initial Permitted Construction Closure pursuant to <u>Section 12.4.3.2</u> of the Technical Provisions
Proposal Commitment Duration for Interim Milestone Completion Duration Grand Central Parkway Local Agency Infrastructure	Contract Sections 4.2.3 and 17.3; Appendix 23 to the Contract; Sections 1.1.6 and 12.4.3.2 of the Technical Provisions	calendar days from initial Permitted Construction Closure pursuant to <u>Section 12.4.3.2</u> of the Technical Provisions

The Proposer commits to achieving these Completion Deadline(s) and Duration(s) under the Contract by the above dates and durations.

PROPOSER

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM N-1

SPECIAL PROPOSAL COMMITMENTS; PERMITTED CONSTRUCTION CLOSURE COMMITMENTS

Part 1, Special Proposal Commitment Durations

Special Proposal Commitment Durations		
Description	Contract Document Section	Duration
Proposal Commitment duration to complete Construction Work for traffic noise barriers (soundwalls) commencing at the existing wall demolitions through completion of the new noise barriers (soundwalls).	Section 7.7 of the Technical Provisions	calendar days
Proposal Commitment duration for maximum duration for Construction Closures during Special Events.	Section 17.2 of the Contract; Sections 6.3.9 and 12.4.3.4 of the Technical Provisions	Northbound Occurrence No. 1: _____ calendar days Northbound Occurrence No. 2: _____ calendar days Southbound Occurrence No. 1: _____ calendar days Southbound Occurrence No. 2: _____ calendar days

The Proposer commits to achieving these committed durations under the Contract within the above durations.

PROPOSER

Date: _____

Proposer: _____

Signature: _____

Title: _____

Part 2. Permitted Construction Closure Commitments

Instructions for completing Part 2 of this Form N-1:

1. Proposer to insert the minimum number of travel lanes to be open to traffic in the blanks below (Column 2) at all times during the Construction Work for the Permitted Construction Closures pursuant to Section 12.4.3.2 of the Technical Provisions (cannot be later than the dates specified in Attachment 12-1 of the Technical Provisions).
2. Proposer to insert the number of Permitted Construction Closures in the blanks below (Column 3) pursuant to Section 12.4.3.2 of the Technical Provisions (cannot be later than the dates specified in Attachment 12-1 of the Technical Provisions).
3. Proposer to insert the cumulative number or consecutive, as applicable, number of total days for the Permitted Construction Closures in the blanks below (Columns 4 and 5) pursuant to Section 12.4.3.2 of the Technical Provisions (cannot be later than the dates specified in Attachment 12-1 of the Technical Provisions).

Examples:

A minimum number of _____ **[Insert Number into Column 2]** travel lanes to be open to traffic at all time during the Construction Work for the Permitted Construction Closures.

A maximum of _____ **[Insert Number into Column 3]** Construction Closures with a duration not to exceed a cumulative of _____ **[Insert Number into Column 4]** days total.

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
<u>Permitted Closure Number</u>	<u>Open Number of Travel Lanes</u>	<u>Number of Permitted Construction Closures</u>	<u>Total Number of Cumulative Days</u>
<u>1-15SB</u>			<u>N/A</u>
<u>2-15SB</u>			<u>N/A</u>
<u>1-15NB</u>			
<u>1-95EB</u>			<u>N/A</u>
<u>2-95EB</u>			

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
<u>Permitted Closure Number</u>	<u>Open Number of Travel Lanes</u>	<u>Number of Permitted Construction Closures</u>	<u>Total Number of Cumulative Days</u>
<u>1-95WB</u>			
<u>2-95WB</u>			
<u>1-NE Ramp</u>			<u>N/A</u>
<u>1-WS Ramp</u>			<u>N/A</u>
<u>1-SW Ramp</u>			
<u>1-SE Ramp</u>			<u>N/A</u>
<u>1-EN Ramp</u>			
<u>1-NW Ramp</u>			<u>N/A</u>
<u>1-ES Ramp</u>			<u>N/A</u>
<u>1-WN Ramp</u>			<u>N/A</u>
<u>1-R</u>			
<u>2-R</u>			
<u>3-R</u>			
<u>4-R</u>			
<u>5-R</u>			
<u>6-R</u>			
<u>7-R</u>			
<u>8-R</u>			
<u>9-R</u>			
<u>10-R</u>			

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
<u>Permitted Closure Number</u>	<u>Open Number of Travel Lanes</u>	<u>Number of Permitted Construction Closures</u>	<u>Total Number of Cumulative Days</u>
<u>11-R</u>			
<u>12-R</u>			
<u>13-R</u>			
<u>14-R</u>			
<u>15-R</u>			
<u>16-R</u>			
<u>17-R</u>			
<u>18-R</u>			
<u>19-R</u>			
<u>20-R</u>			
<u>21-R</u>			
<u>22-R</u>			
<u>23-R</u>			
<u>24-R</u>			
<u>25-R</u>			
<u>26-R</u>			
<u>27-R</u>			
<u>28-R</u>			
<u>29-R</u>			
<u>30-R</u>			

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
<u>Permitted Closure Number</u>	<u>Open Number of Travel Lanes</u>	<u>Number of Permitted Construction Closures</u>	<u>Total Number of Cumulative Days</u>
<u>31-R</u>			
<u>32-R</u>			
<u>33-R</u>			
<u>34-R</u>			
<u>35-R</u>			
<u>36-R</u>			
<u>1-MLK</u>			
<u>2-MLK</u>			
<u>3-MLK</u>			
<u>4-MLK</u>			
<u>5-MLK</u>			
<u>1-DL</u>			
<u>1-PL</u>			
<u>1-WS</u>			
<u>1-SA</u>			
<u>1-CH</u>			
<u>2-CH</u>			
<u>1-GP</u>			
<u>1-AB</u>			
<u>2-AB</u>			

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
<u>Permitted Closure Number</u>	<u>Open Number of Travel Lanes</u>	<u>Number of Permitted Construction Closures</u>	<u>Total Number of Cumulative Days</u>
<u>1-SY</u>			
<u>2-SY</u>			
<u>1-OW</u>			
<u>2-OW</u>			

The Proposer commits to providing the open number of travel lanes, not exceeding the number of Permitted Construction Closures and not exceeding the cumulative number of total days allowed pursuant to Attachment 12 of the Technical Provisions, by the above dates and durations.

PROPOSER

Date:

Proposer:

Signature:

Title:

FORM O
[Not Used]

FORM P

**STIPEND AGREEMENT
(Project Neon DB Phase)**

This STIPEND AGREEMENT is made and entered into as of this [_____] day of February 2015, by and between the Nevada Department of Transportation, a public agency of the State of Nevada (“Department”) and [_____] a [_____] (“Proposer”), with reference to the following facts:

A. On September 23, 2014, the Department issued a request for qualifications (“RFQ”) to design and build certain capital improvements in the City of Las Vegas, Nevada, along Interstate 15 (“I-15”) and major street connections from south of the Sahara Avenue/I-15 interchange to the I-15/U.S. Route 95/Interstate 515 (“I-515”)

interchange, otherwise known as the Project Neon – DB Phase (“Project”), through a design-build contract (“Contract”).

B. On November 20, 2014, in response to the RFQ, Proposer delivered to the Department a statement of qualifications (“SOQ”) for the Project.

C. On December 15, 2014, based on evaluation of all SOQs received, the Department shortlisted three proposer teams, including Proposer, to participate in the Department’s procurement process for the Project (“Procurement Process”).

D. Proposer wishes to participate in the Procurement Process, which, among other things, involves preparing and submitting a proposal for the Project (“Proposal”) in response to a request for proposals that the Department may, in its sole discretion, issue subsequent to the date hereof (as amended, the “RFP”).

NOW, THEREFORE, in consideration for the mutual covenants and agreements set forth herein, Proposer hereby agrees as follows:

1. SERVICES AND PERFORMANCE

(a) By executing this Stipend Agreement, Proposer has irrevocably elected to accept payment of a stipend subject to the terms hereof if, and only if, the Department issues the RFP.

(b) The Department hereby retains Proposer to actively participate in good faith in the Procurement Process and prepare a responsive and compliant Proposal if, and only if, the Department issues the RFP. Responsiveness and compliance shall be determined pursuant to criteria to be set forth in the Instructions to Proposers (the “ITP”) included in said RFP. Proposer shall be considered a vendor for purposes of payment of the stipend.

(c) Proposer agrees that all work product (including all alternative technical concepts (ATCs), written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, concepts, ideas, technology, techniques, methods, processes, drawings, reports, plans, specifications, and other graphic and visual aids) generated or developed by or on behalf of Proposer during the Procurement Process in connection with the Project, including those items submitted by or on behalf of Proposer to the Department in connection with Proposer’s Proposal (collectively, the “Work Product”), have been specially ordered and commissioned by the Department, and that such Work Product and the Proposal shall be considered “work-made-for-hire,” as that term is defined in Section 101 of Title 17 of the U.S. Code (“Copyright Law”). To the extent that the Work Product is determined by a court of competent jurisdiction, or the U.S. Copyright Office, not to be work-made-for-hire, Proposer hereby agrees to assign to the Department all right, title and interest in and to all designs, artwork, work product, copyrights, trade secret rights, trademarks, service marks, patents and other intellectual property (“Intellectual Property”) used in the Work Product. Neither Proposer nor any of its team members shall claim, retain, apply for, and/or register any U.S. or international Intellectual Property rights in the Work Product

including, without limiting the generality of the foregoing, copyright or patent rights. The foregoing rights of the Department shall not apply to Work Product that is expressly required to be returned to the Proposer under the RFP. For the avoidance of doubt, Proposer retains all right, title and interest in and to any Intellectual Property (i) that is not Work Product; and (ii) except for the Proposal, developed prior to the date of this Stipend Agreement; provided; however, that, as to such Intellectual Property which Proposer has retained such rights, title and interest, Proposer hereby irrevocably grants to Department a nonexclusive, fully paid up, fully assignable and transferable, sublicensable, perpetual, worldwide right and license without restriction or limitation to use to manufacture, market, sell, offer to sell, reproduce, adapt, distribute, perform, display (publicly or otherwise) and make derivative works of the Work Product.

(d) Proposer shall be specifically responsible to provide all inventor information, disclosures, and related invention materials in the Work Product to the Department as developed or available. If the Department is unable for any reason to secure Proposer's or inventor's signature (when such inventor is an employee of Proposer), to apply for or to pursue any application for any United States or foreign patent or copyright registrations (or on any document transferring ownership thereof) covering inventions or original works of authorship assigned to the Department under this Stipend Agreement, Proposer hereby irrevocably designates and appoints the Department and its duly authorized officers and agents as Proposer's agent and attorneys-in-fact to act for and in Proposer's behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issues of patents or copyrights under United States.

(e) Upon payment to Proposer of the applicable amount set forth in Section 3 of this Stipend Agreement, the Department hereby grants to Proposer and each of Proposer's team members a nonexclusive, fully paid up, fully assignable and transferable, sublicensable, perpetual, worldwide right and license without restriction or limitation to use to manufacture, market, sell, offer to sell, reproduce, adapt, distribute, perform, display (publicly or otherwise) and make derivative works of the Work Product. The Department shall have no liability, risk or responsibility for any such use by Proposer, any Proposer team member or any sublicensee of the foregoing.

2. TERM; CONDITIONAL AGREEMENT

(a) This Stipend Agreement shall become effective and binding on the Department at such time as and if, and only if, the Department issues the RFP. The parties acknowledge that, as of the date of execution of this Stipend Agreement, the RFP has not been issued.

(b) Unless otherwise provided herein, the provisions of this Stipend Agreement shall remain in full force and effect until 12 months from the date of the issuance of the RFP by the Department; provided, however, that if payment has not been made under this Stipend Agreement prior to the date that is 12 months from the date of the issuance of the RFP, this Stipend Agreement shall continue in full force and

effect until the date on which such payment has been made by the Department and received by the Proposer.

(c) Work performed pursuant to this Stipend Agreement is authorized to commence effective upon the execution date of this Stipend Agreement, and the resulting Work Product shall be delivered to the Department on the earlier date of (i) 15 calendar days after the Department delivers to Proposer notice that the Procurement Process has been cancelled by the Department, or (ii) the deadline set forth in the ITP to submit the Proposal to the Department (“Proposal Due Date”).

3. COMPENSATION AND PAYMENT

(a) Proposer shall not be entitled to reimbursement for any of its costs in connection with participating in the Procurement Process or responding to the RFP, except as specified in this Stipend Agreement and, if issued by the Department, the ITP.

(b) If the Department cancels the Procurement Process after issuing the RFP, up to and including the Proposal Due Date, then, notwithstanding that Proposer has not submitted a responsive Proposal, Proposer shall be eligible to receive, and the Department shall pay to Proposer, the full amount of Proposer’s actual, reasonable, and documented out-of-pocket development costs incurred and paid by Proposer, as determined by the Department in its good faith discretion, in participating in the Procurement Process and preparing a Proposal in an amount not to exceed \$600,000.00; provided, however, that Proposer must be eligible for the payment pursuant to Section 4 and, if applicable, the ITP. Amounts eligible for payment under this Section 3(b) include such costs that were incurred from and after the notification of shortlisted proposers following the RFQ. If the Department cancels the Procurement Process after issuing the RFP, up to and including the Proposal Due Date, Proposer may submit to the Department the documentation of Proposer’s out-of-pocket development costs together with an invoice and certification in accordance with Section 3(f) no earlier than the date of the notice of cancellation and no later than ninety (90) calendar days after the date of the notice of cancellation. The Department shall pay Proposer the stipend (in an amount determined pursuant to this Section 3(b)) no later than sixty (60) calendar days after receiving from Proposer and approving, in the Department’s reasonable discretion, said documentation of Proposer’s out-of-pocket development costs and invoice and certificate.

(c) If Proposer submits both a timely and responsive, but unsuccessful, Proposal in accordance with the terms and conditions of the ITP, the Department shall pay to Proposer a stipulated stipend payment for this procurement in the amount of \$1,500,000.00. A timely and responsive Proposal shall also be considered “unsuccessful” for purposes of this Section 3(c) if: (i) the Department cancels the procurement without award after the Proposal Due Date; (ii) upon Proposer’s satisfaction of all conditions to award and execution set forth in the ITP, the Department fails to execute the Contract, in which case, the Department will timely issue notice to the Proposer; (iii) the Department, through no act, omission or fault of Proposer, fails to

award the Contract or achieve commercial close by the relevant deadlines set forth in the ITP; or (iv) Proposer is selected as the Preferred Proposer and the Department and Proposer fail to reach agreement on the Contract after Proposer has engaged in good faith negotiations in accordance with Section 5.9.1 of the ITP. If the Department cancels the procurement following the Proposal Due Date, and if a Proposer has executed this Stipend Agreement and submits a timely and responsive Proposal, then an invoice may be submitted no earlier than the date of the notice of cancellation and no later than ninety (90) calendar days after the date of the notice of cancellation and the total amount available for a stipend shall be due and payable sixty (60) calendar days after the date the Proposer submits to the Department the invoice and certification in accordance with Section 3(f). If the Department does not cancel the Procurement Process and final award and commercial close occur, then the invoice may be submitted by Proposer, if eligible under Section 4, no earlier than thirty (30) calendar days after the Department issues notice of intent to award to the successful proposer and no later than thirty (30) calendar days after commercial close. The total amount available for a stipend shall be due and payable the later of (a) sixty (60) calendar days after the date Proposer submits to Department the invoice and waiver and certification in accordance with Section 3(f) or (b) forty-five (45) calendar days after the date of commercial close.

(d) If the Department awards the Contract to Proposer and commercial close is achieved in accordance with the ITP, Proposer will not be entitled to compensation hereunder, including, without limitation, payments under Section 3(b) or Section 3(c). Notwithstanding the foregoing, if the Department awards the PPA to Proposer and commercial close is achieved in accordance with the RFP, the provisions of this Stipend Agreement shall remain in full force and effect.

(e) Proposer shall be eligible to receive a stipend hereunder only to the extent Proposer remains eligible pursuant to Section 4, and provided that Proposer is registered as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at http://controller.nv.gov/VendorServices/Vendor_Services.html. Proposer shall follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

(f) The form of invoice and certification submitted by the Proposer, pursuant to this Section 3, shall be provided in the form of Exhibit 1 or in such other format as is approved by the Department, in its sole discretion.

4. ELIGIBILITY

Notwithstanding the foregoing, no stipend shall be payable to Proposer in the following circumstances:

(a) Proposer has not executed and delivered three originals of this Stipend Agreement to the Department on or before 3:00 p.m. Pacific Time on February 27, 2015; or

- (b) Proposer withdraws from the Procurement Process; or
- (c) Proposer does not comply with the terms and conditions of the RFP, if, and only if, issued by the Department; or
- (d) Proposer fails to satisfy applicable terms and conditions set forth in the Stipend Agreement or the RFP, if, and only if, issued by the Department, including delivering an invoice, all forms required by the State for payment of vendors and documentation of out-of-pocket costs pursuant to Section 3, within the time periods specified herein, and the certification described herein; or
- (e) Proposer has filed a protest of, or otherwise challenges, the Procurement Process, award or cancellation of the Procurement Process and such protest or challenge is dismissed or otherwise is unsuccessful; or
- (f) Proposer is selected as the Preferred Proposer and (a) executes the Contract, or (b) fails to execute the Contract for any reason other than (1) failure of the Department and Proposer to reach agreement after Proposer has engaged in good faith negotiations in accordance with Section 5.9.1 of the ITP; or (2) Department's election to cancel the Procurement Process after the Proposal Due Date, which election does not arise out of or result from the acts, omissions, negligence, fraud, bad faith, breach of contract or law or willful misconduct of Proposer.

5. INDEMNITIES AND SURETYSHIP

(a) Proposer agrees that it will indemnify, defend, and hold harmless the Department and all of the Department's board members, officers, agents, representatives, employees, successors and assigns from any claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including reasonable attorneys' fees and costs) asserted, incurred, suffered or awarded as a result of or that relate to any third party claims, suits, actions, allegations or proceedings arising out of or caused by (i) any use, transfer, sale or assignment of the Work Product by Proposer, any Proposer team member or any sublicensee of any of the foregoing pursuant to or as permitted by Section 1(e); and (ii) any acts, actions, negligence, omissions, fault, willful misconduct, violation of law or breach of contract by Proposer, its Major Participants, other team members or their respective agents, employees, or representatives arising out of or relating to services provided hereunder or the Work Product or in connection with or contained in the Proposal, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that Proposer shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence or willful misconduct of the Department or any of its board members, officers, agents, representatives or employees. The foregoing indemnity shall survive the expiration or termination of this Stipend Agreement and shall expressly apply to and include all third party claims, suits, actions or allegations of infringement, confidential information, domestic or foreign patent rights, copyrights, intellectual property rights, moral rights,

trade secrets, proprietary rights, licensing rights and unauthorized use. Notwithstanding the foregoing, except for such matters covered by the preceding sentence, the indemnity shall not cover use by the Department of Work Product after award of the Contract, including on a project other than the Project. Should the Proposer become the "Design-Builder" under the Contract, the indemnity under this Section 5(a) shall continue to apply in accordance with its terms and be additive to any indemnifications set forth in the Contract.

(b) Proposer's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in defense of any claim and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Proposer. Only a final and unappealable adjudication or judgment specifically finding sole negligence or willful misconduct of the Department or any of its board members, officers, agents, representatives or employees shall excuse performance of this provision. Proposer shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Proposer of a claim shall not release Proposer of the above duty to defend.

(c) For purposes of this Section 5, "third party" means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or governmental entity, other than the Department, the State of Nevada, and each of their respective successors, assigns, officeholders, officers, directors, commissioners, agents, representatives, agents, consultants and employees (collectively, "Indemnified Parties"), except that a "third party" includes any Indemnified Party's employee, agent or contractor who asserts a claim that is (a) against an Indemnified Party, (b) within the scope of the indemnities and (c) not covered by the Indemnified Party's worker's compensation program.

6. COMPLIANCE WITH LAWS

(a) Subject to Section 1, Proposer acknowledges that all Work Product submitted to the Department during the Procurement Process, are, upon their receipt by the Department, the property of the Department and is subject to the Public Records Act.

(b) Proposer shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work or payment for work under this Stipend Agreement, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Stipend Agreement. Proposer shall also comply with all customary vendor payment requirements of the State of Nevada, including completion of a W-8 form.

(c) Proposer covenants and agrees that it and its employees shall be bound by applicable laws, ordinances, rules, and regulations as they relate to work performed under this Stipend Agreement. Proposer agrees to incorporate the provisions of this

paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Stipend Agreement.

7. ASSIGNMENT

Proposer shall not assign, transfer, pledge, sell, or otherwise convey this Stipend Agreement without the Department's prior written consent, in its sole discretion; provided that this Stipend Agreement may be assigned to the special purpose vehicle formed by the Proposer for purposes of the Project without the prior written consent of the Department but upon written notice to the Department. Any assignment of this Stipend Agreement without the required consent of the Department shall be null and void and may, in the Department's sole discretion, disqualify Proposer from further participation in the Procurement Process.

The Department may assign, transfer, pledge, sell, or otherwise convey this Stipend Agreement (a) without Proposer's consent, to any other individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization, or governmental entity that succeeds to the governmental powers and authority of the Department, and (b) to others with the prior written consent of Proposer. Where consent is required but not given, any assignment of this Stipend Agreement shall be null and void.

8. MISCELLANEOUS

(a) Proposer and the Department agree that Proposer and any of Proposer's team members (including any person or entity with direct equity interest in Proposer) and their respective employees are not agents or representatives of the Department as a result of this Stipend Agreement.

(b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

(c) This Stipend Agreement embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein, and this Stipend Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.

(d) It is understood and agreed by the parties hereto that if any part, term, or provision of this Stipend Agreement is by the courts held to be illegal or in conflict with any law of the State of Nevada, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Stipend Agreement did not contain the particular part, term, or provisions held to be invalid.

(e) This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The parties agree that the exclusive

original jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of this Stipend Agreement shall be the First Judicial District Court, Carson City, Nevada.

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

(g) By executing this Stipend Agreement and submitting its Proposal, Proposer represents and warrants it has or will obtain all rights necessary to effectuate the transfers set forth in Section 1 and will indemnify, defend and hold harmless the Department for any claims arising out of or related to a breach of this representation and warranty.

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

NEVADA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Approved as to legality and form:

Deputy Attorney General

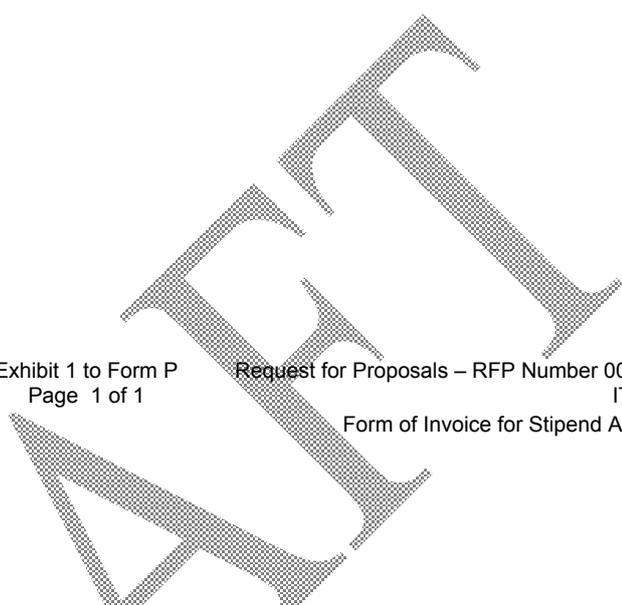
By: _____

Name: _____

Title: _____

EXHIBIT 1
FORM OF INVOICE

[see attached]



FORM OF INVOICE FOR STIPEND AMOUNT

Reference is made to that certain Stipend Agreement (the “Stipend Agreement”) dated as of February __, 2015, by and between the Department and [_____] (“Proposer”).

Capitalized terms used, but not defined, herein shall have the meanings ascribed in the Stipend Agreement.

[Proposer to select, as appropriate, from the two paragraphs below]

[Pursuant to the Stipend Agreement, Proposer hereby requests payment of [_____] U.S. dollars (\$[_____]), reflecting the lesser of (a) \$600,000.00 and (b) the full amount of Proposer’s actual, reasonable and documented out-of-pocket development costs actually incurred and paid by such Proposer with respect to preparing Proposer’s Proposal. Attached to this invoice are (a) an executed irrevocable waiver of protest and full, unconditional and irrevocable release of all claims against the Department, in the form of Exhibit 2 to the Stipend Agreement and (b) supporting documentation for such costs. Proposer represents and warrants to the Department that Proposer is eligible for payment pursuant to the terms of the Stipend Agreement.]

[Pursuant to the Stipend Agreement, Proposer hereby requests payment of one million five hundred thousand U.S. dollars (\$1,500,000.00). Attached to this invoice is an executed irrevocable waiver of protest and full, unconditional and irrevocable release of all claims against the Department, in the form of Exhibit 2 to the Stipend Agreement. Proposer represents and warrants to the Department that (a) Proposer submitted to the Department a timely and responsive, but unsuccessful, Proposal by the Proposal Due Date in accordance with the terms and conditions of the RFP Documents and (b) Proposer is eligible for payment pursuant to the terms of the Stipend Agreement.]

Proposer acknowledges that submission of this invoice, and payment by the Department of any amount in response to this invoice, is in all respects subject to the terms and conditions of the Stipend Agreement and the RFP Documents.

CERTIFICATION

The undersigned Proposer hereby certifies that (a) the Proposer is entitled to payment of the stipend pursuant to the terms of the Stipend Agreement; (b) the irrevocable waiver of protest and full, unconditional and irrevocable release of all claims against the Department, in the form of Exhibit 2 to the Stipend Agreement, has been executed and delivered to the Department and is in full force and effect and (c) that this entire invoice and all other supporting documentation are each, and collectively, true, correct and complete.

PROPOSER: _____

By: _____

Name: _____

Title: _____

EXHIBIT 2
FORM OF WAIVER AND RELEASE RE: STIPEND

WORK PRODUCT TRANSFER OF RIGHTS AND RELEASE OF CLAIMS

The undersigned certifies and agrees on behalf of Proposer, its Major Participants and all other members of the Proposer team, that:

[Initial ALL of the following boxes.]

- It has reviewed the provisions set forth in this Work Product Transfer of Rights and Release of Claims and expressly recognizes and agrees to be bound by the provisions set forth herein.

- It (a) has received and agreed to an offer from the Nevada Department of Transportation ("Department") for the payment of a stipend in an amount, under certain circumstances, and subject to the terms and conditions of the Stipend Agreement dated as of February ____, 2015, by and between the Department and the Proposer, and (b) is eligible to receive all or a portion of the total amount available for a stipend from the Department for Work Product received by the Department pursuant to the Stipend Agreement.

- It has reviewed the provisions set forth in this Work Product Transfer of Rights and Release of Claims and hereby, upon receipt of the amount of the stipend as prescribed under the Stipend Agreement: (a) transfers all rights to its Work Product to the Department as described and contemplated by the Stipend Agreement; (b) waives all rights to protest the procurement of the Project, including any award of the Contract relating thereto; and (c) fully, unconditionally and irrevocably releases and waives all claims against the Department arising out of or relating to the use of the Work Product.

Capitalized terms used, but not defined, herein shall have the meanings ascribed in the Stipend Agreement.

Proposer: _____

Date: _____

Signature: _____

Title: _____

FORM Q

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, each Major Participant and each non-exempt Subcontractor.]

The undersigned certifies on behalf of _____, that:
(Name of entity making certification)

[check one of the following boxes]

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

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the 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.

Signature:

Title:

Date: _____, 2015

If not Proposer, relationship to Proposer:

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

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

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

FORM R

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATE

The undersigned Proposer ____ Principal Participant ____ Major Participant ____ proposed Subcontractor ____ certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. 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.
 - b. 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.
2. 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.
3. 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.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its 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: [_____], 2015]

Firm/Entity: _____

Signature: _____

Title: _____

Proposer: _____

[Copy this form and modify as needed for execution by Proposer, Principal Participants and Major Participants, and all proposed Subcontractors.]

FORM S

DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned Proposer certifies on behalf of itself and all Principal Participants, Major Participants and proposed Subcontractors 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 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.

Date: [_____, 2015]

Proposer: _____

Signature: _____

Title: _____

FORM T
RFP COMMENT FORM

Proposer: _____

Comment Sheet _ of _____ Sheets

No.	Document and Section Number	Category	Comment(s)	Reserved for Department Response

Document comparison by Workshare Compare on Tuesday, April 28, 2015
2:00:51 PM

Input:	
Document 1 ID	file://S:\MIF\OLD Project Neon DB ITP Forms (Final RFP) 3-9-15.docx
Description	OLD Project Neon DB ITP Forms (Final RFP) 3-9-15
Document 2 ID	file://S:\MIF\NEW Project Neon DB ITP Forms (Addendum No. 2).docx
Description	NEW Project Neon DB ITP Forms (Addendum No. 2)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	197
Deletions	20