



**Georgia Department of Transportation
Design-Build Contract**

**SR 21 at I-95 Diverging Diamond Interchange
Project**

**P.I. No. 0012722
Chatham County**

Dated Advertised: February 20, 2015

**REQUEST FOR PROPOSALS
TO DESIGN, AND CONSTRUCT
THE
PROJECT
THROUGH A
DESIGN BUILD AGREEMENT
PROJECT NUMBER
SR 21 at I-95 Diverging Diamond Interchange Project, P.I. No. 0012722
INSTRUCTIONS TO PROPOSERS**

GEORGIA DEPARTMENT OF TRANSPORTATION

RFP Issued: February 20, 2015

Proposals Due: April 17, 2015 at 11:00 a.m. EST

**Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308**

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SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS

1.1 Introduction

The Georgia Department of Transportation (“GDOT”), an agency of the State of Georgia (“State”), issued a Request for Qualifications (“RFQ”) for the SR 21 at I-95 Diverging Diamond Interchange Project (as described in more detail in Section 1.3, the “Project”) on December 12, 2014. Next GDOT issued a Request for Proposals (“RFP”), dated February 20, 2015 [and subsequently amended], as the second step in the procurement process for the Project, pursuant to Section 32-2-81 of the Official Code of Georgia Annotated (“Code”), Chapter 672-18 of the Rules of the Georgia Department of Transportation (“Rules”), and other applicable laws and guidelines.

The RFP solicits competitive detailed Proposals (as described in more detail in Section 1.5.1) to develop the Project by means of a Design-Build Agreement (the “DB Agreement”) between the successful Proposer and GDOT. Under such DB Agreement, the Design-Build Team will be required to design and construct the Project during the contract period.

Following the release of initial RFP, Proposers may submit questions regarding the RFP, in accordance with the procedures set forth in the RFP. In response to feedback and input received from the Proposers and other stakeholders, GDOT may opt to issue Addendums to the RFP. In the event that GDOT issues any Addendums to the RFP, the Addendums may supplement or replace the RFP in whole.

Proposals will only be considered from those entities that are selected as the qualified Proposers based on their Statements of Qualifications (“SOQs”) submitted in response to the RFQ. This set of Instructions to Proposers (“ITP”) provides instructions to be followed by Proposers in their responses to the RFP. Proposals must comply with the ITP requirements.

Refer to Exhibit 1 of the Design-Build Agreement hereto for the meaning of various capitalized terms and acronyms used but not defined herein. Unless otherwise specified, references to Sections, Exhibits and Forms shall mean Sections of the ITP and Exhibits and Forms attached to the ITP.

1.2 RFP Documents

The RFP consists of the below items and any other documents that may be issued by Addendum, as such documents may be amended and supplemented:

- Instructions to Proposers (ITP) (including the attached Exhibits and Forms);
- DB Documents (including the DB Agreement); and
- Reference Information Documents (RID).

Refer to Article 1.2 of the DB Agreement for a list of the DB Documents and their order of precedence. The Reference Information Documents are listed on Exhibit H hereto.

The ITP and the Reference Information Documents are not contract documents and will not form a part of the DB Documents. GDOT does not make any representation or guarantee as to the accuracy, completeness, or fitness of the Reference Information Documents. GDOT does not take any responsibility for the Reference Information Documents and Proposers are responsible for any conclusions they may draw from the Reference Information Documents. GDOT is making the Reference Information Documents available to Proposers for the sole purpose of providing information in the possession of GDOT, regardless of whether such information is accurate, complete, pertinent, or of any value.

1.3 General Project Description

The Project is located in Chatham County approximately 4 miles NW of Port Wentworth and 10 miles NW of Savannah. Total length of project is approximately 0.99 miles and will be constructed within the existing Right of Way.

The project will reconstruct the interchange of I-95 and SR 21 / SR 30 from a diamond to a diverging diamond interchange. The three through lanes will be carried through the interchange northbound and southbound, and the northbound right turn lanes at multiple driveways will be converted to a right turn auxiliary lane on SR 21. Additional lane added in each direction on SR 21 from SR 30 to Hendley Rd.

The Design-Build Team will be responsible for the design and construction of the Project during the contract. As part of such construction work, Design-Build Team will be responsible for undertaking and completing certain utility adjustments pursuant to Section 7.5 of the DB Agreement and the Technical Provisions.

1.4 Procurement Schedule

The procurement schedule is as follows:

	Activity	Date	Time
1.	Issue RFP	2/20/2015	N/A
2.	Deadline for Proposers to submit questions regarding RFP	4/10/2015	2:00 PM
3.	Deadline for submission of changes to Proposer's organization	4/10/2015	2:00 PM
4.	Proposal Due Date	4/17/2015	11:00 AM
5.	Letting	4/17/2015	11:00 AM

All dates set forth above and in the RFP are subject to change in GDOT's sole discretion. To the extent such dates are changed, GDOT shall formally notify Proposers

through the project advertisement through the Electronic Bid Submission website (“electronic bidding website”) provided in Exhibit D.7. All times in this ITP are Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as applicable.

1.5 General Provisions Regarding Proposals

1.5.1 Proposal Contents

As used in this procurement, the term “Proposal” means a Proposer's complete response to the RFP, including Proposer's:

- (a) Administrative Information Submittals;
- (b) Technical Proposal for the Project; and
- (c) Price Proposal for the Project.

Detailed instructions regarding the Administrative Information Submittals, the Technical Proposal and the Price Proposal are provided in Exhibits B through D. Forms required for inclusion in the Proposals are attached to this ITP. Each Proposal component shall be clearly titled and identified and shall be submitted without reservations, qualifications, conditions or assumptions. Any failure to provide all the information and all completed Forms in the format specified by the ITP may result in GDOT's rejection of the Proposal. All blank spaces in the Proposal forms must be filled in as noted. No substantive change(s) shall be made to the Proposal Forms. The successful Proposer will be required to deliver an original copy of Form L prior to the execution of the DB Agreement.

1.5.2 Inclusion of Proposal in DB Documents

Portions of the successful Proposer's Proposal will become part of the DB Documents, as applicable and to the extent specified in the RFP. All other information is for evaluation purposes only and will not become part of the DB Documents.

1.5.3 Commitments in the Proposal

GDOT will give no consideration to tentative or qualified commitments in the Proposals. For example, GDOT will give no consideration to phrases such as “we may” or “we are considering” in the evaluation process because they do not indicate a firm commitment.

1.5.4 Property of GDOT

All documents include in the Proposals submitted by Proposers in response to the RFP shall become the property of GDOT and will not be returned to Proposer.

1.6 Improper Conduct

1.6.1 Prohibited Activities

If Proposer, or anyone representing Proposer, offers or gives any advantage, gratuity, discount, bribe, or loan of any sort to GDOT, the State Transportation Board, or officers, administrators, staff or consultants of GDOT, including agents or anyone representing the foregoing at any time during the Project procurement process: (1) GDOT shall immediately disqualify Proposer; (2) Proposer shall forfeit its Proposal Guaranty, if applicable; (3) Proposer shall not be entitled to the Payment for Work Product; and (4) GDOT may sue Proposer for damages.

1.6.2 Non-Collusion

Proposer shall not undertake any of the prohibited activities identified in the Non-Collusion Affidavit.

1.6.3 Organizational Conflicts of Interest

Proposers are advised that the Conflicts of Interest Policy and the organizational conflict of interest rules found in 23 C.F.R. § 636, Subpart A, including 23 C.F.R. § 636.116, apply to this procurement.

Each Proposer must include in its Proposal a full disclosure of all potential organizational conflicts of interest within its team.

Proposer is prohibited from receiving any advice or discussing any aspect of the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to the entities and individuals listed in Exhibit G (List of GDOT Project Team); and any parent, affiliate, or subsidiary of any of the foregoing entities, or an entity that is under common ownership, control or management with any of the foregoing entities.

By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, Proposer must make an immediate and full written disclosure to GDOT that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If Proposer was aware of an organizational conflict of interest prior to award of the DB Documents and did not disclose the conflict to GDOT, GDOT may terminate the DB Documents for default.

1.6.4 Restrictions on Participation

Proposers are advised that the following entities and individuals are precluded from submitting a Proposal and from participating on a Proposer team as an Participating Member, Major Non-Participating Member, Contractor, subcontractor or subconsultant:

- (a) any entity or individual listed in Exhibit G (List of GDOT Project Team). GDOT has contracted with these entities or individuals, as the case may be, to aid in the development of the RFQ, RFP, estimates or scope of services for the Project, or to participate in the Statement of Qualifications (SOQ) or Proposal evaluation process;
- (b) any entity that is a parent, affiliate, or subsidiary of any of the entities listed in Exhibit G, or that is under common ownership, control or management with any of the foregoing entities; and
- (c) any Contractor who is currently suspended, debarred or voluntarily excluded under 49 Code of Federal Regulations (CFR) Part 29 or is otherwise determined to be ineligible to participate in the federal-aid highway program.

1.6.5 No Participation on More Than One Proposer Team

To ensure a fair procurement process, Participating Members and Major Non-Participating Members of Proposer teams are forbidden from participating, in any capacity, on another Proposer team during the course of the Project procurement (i.e. until execution of the DB Agreement by GDOT). The foregoing prohibition extends to affiliated entities of Participating Members and Major Non-Participating Members. GDOT reserves the right to disqualify any Proposer that fails to comply with this prohibition. If a Proposer has any question as to whether or not its proposed team would be in compliance with the terms of this Section 1.6.5, such Proposer may submit the issue to GDOT in writing, describing in reasonable detail the proposed structure and seeking clarification.

1.6.6 Reserved

1.7 Equal Employment Opportunity

Proposers shall not, in connection with the RFP and the DB Documents, discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or disability. Proposers shall take affirmative action to ensure that applicants for employment and employees are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, or disability. The areas requiring such affirmative action shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; employment; job assignment; promotion; demotion; transfer; recruitment/recruitment advertising; and selection for training, including apprenticeship, pre-apprenticeship

and/or on-the-job training. Please see Attachment 5 to Exhibit 8 to the DB Agreement for the federal equal employment opportunity provisions that apply to the Project.

1.8 DBE Participation

The purpose of this section is to establish criteria for acceptability of Disadvantaged Business Enterprise (DBE) firms for Work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the GDOT is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Register, Part 26 and related statutes and regulations in all program activities.

To this end the GDOT shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The GDOT shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The DB Team will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal. The Proposer is encouraged to meet this goal throughout the Term of the Agreement.

GDOT's overall statewide DBE goal is fifteen percent (15%) of the overall Project design and construction costs, with respect to the race conscious participation by the Design-Build Team. For further information regarding GDOT's DBE program and the Design-Build Team's DBE obligations, Proposers may contact GDOT's Equal Opportunity Office, at (404) 631-1972. GDOT will be undertaking public outreach efforts during the procurement process to facilitate the identification of DBE firms and employment opportunities for minorities and women.

1.9 Federal Funding and Requirements

Proposers are advised that the Project will require the use of federal funds. Accordingly, applicable federal law and FHWA regulations will govern the Project's procurement and contract documents.

1.10 Status of Federal Environmental and FHWA Approval

1.10.1 Project

The environmental documents under NEPA are being pursued for the Project by GDOT in coordination with the concept design efforts.

The NEPA document is currently under review and is anticipated to be approved in May 2015. The final document will be provided to the successful proposer.

Further information regarding this process is available at:
http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2009_register&docid=fr27au09-110
and <http://www.fhwa.dot.gov/design/interstate/pubs/access/access.pdf>.

1.11 Qualification of Construction and Design Firms

Proposers shall ensure that the entities identified in Sections 1.11.1 and 1.11.2 have satisfied the pre-qualification requirements set forth in this Section 1.11.

In addition, before commencing performance of any Work, all firms must register to do business in the State. This can be accomplished by contacting the Georgia Secretary of State Corporations Division Office at (404) 656-2817 or visiting their website at:

<http://www.sos.ga.gov/corporations/>.

1.11.1 Required Pre-Qualification for Contractors

The Lead Contractor shall be pre-qualified with GDOT prior to the Proposal Due Date. If the roadway work is not performed by the pre-qualified Lead Contractor, the entity performing the roadway work shall also be pre-qualified prior to initiating any Work.

The pre-qualification process involves, but is not limited to submitting (a) a completed contractor qualification form and (b) financial statements to GDOT. For further information regarding the pre-qualification process, please see:

<http://www.dot.ga.gov/doingbusiness/contractors/Pages/default.aspx>

1.11.2 Required Pre-Qualification for Engineers

Proposer shall ensure the use of entities prequalified in related disciplines (design, traffic analysis, geotechnical, NEPA, construction, etc.) as presented in the SOQ. Any proposed changes to the team must be approved by GDOT. All Work must be performed by entities which are prequalified by GDOT.

If Proposer's design for the Project includes design work outside the scope of the area classes set forth in the RFQ, at least one team member shall be prequalified with GDOT in the appropriate area class.

The prequalification requirement does not apply to any area class that is not implicated by a Proposer's design for the Project. The pre-qualification process involves submitting (a) a pre-qualification form and (b) grid sheet to GDOT. For further information regarding the pre-qualification of engineers, please see: <http://www.dot.ga.gov/doingbusiness/prequalification/consultants/Pages/default.aspx>

1.11.3 Pre-Qualification Assistance

For assistance with the contractor pre-qualification process, call (404) 631-1213. Proposers can obtain assistance with the engineering pre-qualification process by contacting the Transportation Services Procurement office at (404) 631-1426 or consultants_prequals@dot.ga.gov.

1.12 Establishment of Single Purpose Entity(ies)

If the Apparent Successful Proposer contemplates the creation of one or more single purpose entities as the parties to execute the DB Documents, Proposer is required to establish each such single purpose entity and submit executed copies of the articles of incorporation and any other corporate formation documents for the single purpose entity to GDOT within sixty (60) days of GDOT's announcement of the Apparent Successful Proposer. Proposers anticipating the creation of any such single purpose entity must include pro forma corporate formation documents in the Proposal, as described in Exhibit B. Failure to meet the requirements in this Section 1.12 will result in forfeiture of the Proposer Proposal Guaranty. Establishment of the single purpose entity(ies) (if any) is a prerequisite to execution of the DB Documents.

SECTION 2.0 PROCUREMENT PROCESS

2.1 Method of Procurement

GDOT is issuing the RFP in accordance with the provisions of Sections 32-2-81 of the Code, Chapter 672-18 of the Rules and other applicable laws and guidelines. GDOT will award the DB Documents (if at all) to the Proposer that submits the Lowest Qualified Price Proposal. Subject to Section 8.1, GDOT will base the evaluation of Proposals on information submitted in the Proposals, and will involve both pass/fail evaluation factors and price criteria, as further detailed in Section 5 below and in the Exhibits to this ITP.

2.2 Communications between GDOT and Proposers

The RFP will be issued to Proposers in electronic format on the electronic bidding website for the Project as defined in Exhibit D. Additional project information may be contained on a SharePoint site for the Project (the "SharePoint Site"). The SharePoint Site can be found at the address below and by clicking on the Project's PI. No. Each Proposer will be required to check the electronic bidding website and SharePoint site regularly for Addenda to the RFP and for other procurement related information.

<http://mydocs.dot.ga.gov/info/designbuild/default.aspx>

2.2.1 Designated Point of Contact

The following individual has been designated as the Contracting Officer for the Project (the “Authorized Representative”):

Monica Flournoy
Construction Bidding Administrator
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308
Phone: (404) 631-1147
E-mail: mflournoy@dot.ga.gov

From time to time during the procurement process or during the term of the DB Documents, GDOT may designate another Authorized Representative to carry out some or all of the obligations pertaining to the Project.

2.2.2 Rules of Contact

Unless specifically authorized elsewhere in this ITP, the Authorized Representative, as may be changed in writing by GDOT, is the single contact and source of information for this procurement.

The rules of contact set forth in this Section 2.2.2 shall apply during the Project procurement process, commencing with the issuance of this ITP. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact includes face-to-face, telephone, electronic-mail (e-mail), text or any other form of formal written communication.

The specific rules of contact are as follows:

- (a) Neither a Proposer nor any of its team members may communicate with another Proposer or members of another Proposer's team with regard to the RFP or either team's Proposal. This prohibition does not apply to (1) Proposer communication with a Contractor that is on both its team and another Proposer's team, provided that the Contractor shall not act as a conduit of information between the two Proposers; and (2) public discussion regarding the RFP at GDOT-sponsored informational meetings.
- (b) Unless otherwise specifically noted in this ITP or authorized by the Authorized Representative, all Proposer communication with GDOT will be between Proposer's identified representatives and the Authorized Representative. All such communication must be in writing (by e-mail).

- (c) Under normal circumstances, the Authorized Representative will contact a Proposer in writing through Proposer's designated representative.
- (d) Continuing until the earliest of (1) execution and delivery of the DB Documents, (2) GDOT's rejection of all Proposals or (3) cancellation of the Project procurement, neither a Proposer nor its agents may have ex parte communications with GDOT employees, members of the Technical Review Committee, the Bid Review Committee, the State Transportation Board, any other person who will evaluate Proposals and any person identified in Section 1.6.4, regarding the Project, except for communications expressly permitted in this ITP or through the process identified above. The foregoing restriction shall not, however, preclude or restrict communications regarding matters unrelated to the Project or from participating in public meetings or any public or Proposer workshop related to the Project. GDOT may, in its sole discretion, disqualify any Proposer engaging in such prohibited communications.
- (e) Any contact by a Proposer determined by GDOT to be improper may result in disqualification of Proposer.
- (f) Written communications regarding the Project will be disseminated from GDOT on GDOT letterhead. The Authorized Representative will sign such communications. Alternatively, the Authorized Representative may communicate via email originating from GDOT's server.
- (g) GDOT will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Authorized Representative.

2.2.3 Language and United States Dollar Requirements

All correspondence regarding the RFP, the Proposal, the DB Documents and all other matters pertaining to this procurement is to be in the English language. If any original documents required for the Proposal are in any other language, Proposer shall provide a certified English translation, which shall take precedence in the event of conflict with the original language. Proposer shall exclusively use United States dollars in its Proposal, except in pre-printed or reference materials. Unless otherwise specified, all references to monetary values shall be in United States dollars. In the evaluation of Proposals, GDOT may choose to disregard any financial figures provided by Proposer in denominations other than United States dollars.

2.3 Questions and Responses Regarding the RFP

Proposers shall be responsible for reviewing the RFP and any Addenda issued by GDOT prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission

contained therein, or of any provision which Proposer fails to understand. Proposers shall submit, and GDOT will respond to, such requests in accordance with this Section 2.3. Any responses to these requests will not be considered part of the DB Documents.

2.3.1 Form of Requests

Proposers shall deliver any requests to the Authorized Representative via e-mail. GDOT will only consider requests made by Proposers' designated representatives and will not consider telephone or other oral requests. Proposers are responsible for ensuring that requests clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project. Requests must include the requestor's name, address, telephone and email address, and Proposer he/she represents. Proposers will be limited to fifty (50) comments/questions with respect to the RFP. If a question has more than one subpart, each subpart will be considered a separate question. Corrections of typographical errors, incorrect cross references or inconsistencies within or among the RFP documents will be excluded from the above numerical limitations.

2.3.2 Timing of Requests

Proposers must submit any requests under this Section 2.3 prior to the deadline for such requests in Section 1.4. GDOT is not required to answer any questions submitted by Proposers after this deadline.

2.3.3 Responses and Confidential Information

GDOT's responses to questions submitted under this Section 2.3 will be in writing and GDOT will post these responses on the SharePoint Site to all Proposers. GDOT may rephrase or consolidate questions as it deems appropriate.

2.4 Addenda

GDOT reserves the right, in its sole discretion, to revise, modify or change the RFP and/or procurement process at any time before the Proposal Due Date. Any such revisions will be implemented through issuance of Addenda to the RFP. Addenda will be posted on the electronic bidding website. If any Addendum significantly impacts the RFP, as determined in GDOT's sole discretion, GDOT may change the RFP schedule, including the Proposal Due Date. The announcement of such new schedule will be included in the Addendum. In addition, the Addendum will indicate the latest date for submittal of any clarification requests concerning the Addendum.

GDOT will not be bound by, and Proposer shall not rely on, any oral communication or representation regarding the RFP documents, or any written communication except to the extent that it is contained in the RFP or in an Addendum to the RFP and is not superseded by a later Addendum to the RFP.

2.5 Reserved

2.6 Examination of the Request for Proposals Package and Project Site

GDOT shall permit Proposers to access the Project site to perform limited investigations. Proposers must notify the GDOT Area Office prior to entering the Project site and must follow all applicable state laws including erosion control and traffic control. Proposers are expected to carefully examine the Project site and the complete RFP package before submitting a Proposal.

Each Proposer shall, by submission of a Proposal, be deemed to have made such examination and to have satisfied itself as to the conditions to be encountered in performing the Work under the DB Documents.

2.7 Changes to Proposer's Organization

Proposers are advised that, in order for a Proposer to remain qualified to submit a Proposal, a Proposer's organization as identified in the SOQ must remain intact for the duration of the procurement process, unless otherwise approved in writing by GDOT. This restriction applies to any changes in the following:

- (a) the Participating Members and Major-Non-Participating Members of Proposer;
- (b) the lead individual from each Participating Member and Major Non-Participating Member;
- (c) the project manager for the Lead Contractor;
- (d) the superintendent for the Lead Contractor;
- (e) the lead design engineer for the Lead Engineering Firm; and
- (f) any other key members of Proposer's management team or other individuals that Proposer identified in its SOQ.

If a Proposer wishes to change the organization represented in its SOQ by adding, removing, or substituting any of the individuals listed above, by changing the role of one of these individuals, by changing or adding an Participating Member or Major Non-Participating Member to Proposer team, or by changing the level of participation of one or more Participating Members of its team, Proposer must submit to the Authorized Representative a written request to change its organization no later than the date specified in Section 1.4. If a request is made to allow an addition to the team, including a new Participating Member or Major Non-Participating Member, Proposer shall submit with its request the information required by the RFQ for the position the proposed individual will fill. If a request is made to allow deletion of one of the individuals listed above, Proposer shall submit such information as GDOT may require to demonstrate

that the changed Proposer team is equal to or better than the team shortlisted by GDOT during the RFQ phase of this procurement.

GDOT shall have sole discretion to grant or withhold approval of any requested change and to waive the requirement that Proposer submit such change no later than the date specified in Section 1.4.

SECTION 3.0 RESERVED

SECTION 4.0 PROPOSAL CONTENT AND SUBMITTAL REQUIREMENTS

4.1 Format

To facilitate the evaluation of Administrative and Technical Proposals and to help protect the confidentiality of proprietary information Proposal submittal shall be submitted described below shall be submitted in two (2) separate sealed packages.

Unless otherwise specified in this ITP, all written submittals must be prepared on 8-1/2" x 11" white paper. All written submittals, regardless of paper size, must be prepared on white paper and included in the applicable binder. Each section shall have sequentially numbered pages, shall be separated by a divider with a tab, and shall be prepared using no smaller than twelve-point font size, except for tables, which may be prepared using ten point font size. Some of the required documents have specified page limitations, as set forth in Exhibits B, C and D. GDOT may disregard documents not complying with these page limitations. Pages may be printed on two sides, in which event each side shall be considered one page. Printed lines may be single-spaced. Proposers shall not include standard corporate brochures, awards, licenses and marketing materials and GDOT will not evaluate such materials.

4.2 Contents and Organization

Proposers shall clearly index their Administrative and Technical Proposals using pages with tabs and organize them in the order set forth in this Section 4.2. The Proposal shall contain separately bound and labeled Administrative and Technical Proposals, each in a separate loose-leaf three ring binder, including the information described in this Section. Proposers may subdivide each Administrative and Technical Proposal as needed. The electronic submittals (CDs and/or DVDs) shall follow equivalent organizational standards, and shall use a searchable format with appropriate bookmarks.

The first page of each Administrative and Technical Proposal shall be a page executed by the Proposer that sets forth the specific items Proposer deems confidential, trade secret or proprietary information protected from public disclosure under the Open Government Laws. Each entry shall list the specific statute within the Open Government Laws that Proposer has reasonably determined is exempt from disclosure under Section 50-18-72 of the Code or any other applicable law. The list required under this Section 4.2 is intended to provide input to GDOT as to the confidential nature of a

Proposer's Proposal, but in no event shall such list be binding on GDOT or determinative of any issue relating to confidentiality. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for GDOT to treat the entire Proposal as public information. In no event shall the State, GDOT or any of their respective agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a Proposal submitted under this RFP.

If GDOT receives a request for public disclosure of all or any portion of the materials identified as confidential and included in any part of a Proposal, GDOT will promptly notify the applicable Proposer of the request. Proposer may seek a protective order or other appropriate remedy at such Proposer's sole cost and expense. If GDOT determines in good faith that the materials identified as "confidential" are not exempt from the Open Government Laws, GDOT will release the requested information. GDOT shall make the final determination regarding whether the requested information is to be disclosed or withheld.

Nothing contained in this provision shall modify or amend requirements and obligations imposed on GDOT by the Open Government Laws or other applicable law, and the provisions of the Open Government Laws or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

Please see Exhibit B, Exhibit C, and Exhibit D for special instructions regarding submission of information relating to the Price Proposal.

4.2.1 Administrative Information

The Administrative Proposal will contain the components described in Exhibit B, separated and labeled appropriately and organized.

4.2.2 Technical Proposal

The Technical Proposal will contain the components described in Exhibit C, separated and labeled appropriately and organized.

The Technical Proposal shall be consistent with the requirements in the DB Documents. In drafting the Technical Proposal, Proposers shall use the versions of any manuals, guidelines or specifications, including but not limited to those identified in Volume 3 of the Technical Provisions, in effect at the date of the RFP advertisement..

4.3 Submission of Proposals

Proposers shall submit the following to GDOT:

- (a) One (1) original of each of the Administrative Proposal and the Technical Proposal (each proposal marked "ORIGINAL");

- (b) One (1) copy of the Administrative Proposal;
- (c) Five (5) copies of the Technical Proposal;
- (d) One (1) electronic copy of the Administrative and Technical Proposals in “PDF”; and
- (e) Electronic copy of the Preliminary Baseline Schedule as described in Exhibit C of the ITP.

Proposers shall submit and individually label all packages making up its Proposal as follows:

Proposal for the SR 21 at I-95 Diverging Diamond Interchange Project
Re: Administrative Information; Technical Proposal

Proposals shall be delivered no later than 11:00 a.m. EST on the Proposal Due Date (as specified in Section 1.4) to:

Georgia Department of Transportation
One Georgia Center
11th Floor
600 West Peachtree Street, NW
Atlanta, Georgia 30308
Attn: Monica Flournoy

Acknowledgment of receipt of Proposals will be evidenced by the issuance of a receipt by a member of GDOT staff. GDOT will not accept Proposals submitted via facsimile or e-mail.

GDOT will not accept any Proposals delivered after 11:00 a.m. EST on the Proposal Due Date as specified in Section 1.4. Any Proposals received after the specified time on the Proposal Due Date will be rejected and not considered. Proposers are solely responsible for assuring that GDOT receives their Proposals by the specified time on the Proposal Due Date at the address listed above. GDOT shall not be responsible for delays in delivery caused by weather, difficulties experienced by couriers or delivery services, delays due to security check-in process, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences beyond the control of GDOT.

4.4 Disclosure of Proposals

No Proposal shall be made public until the procurement phase of the Project, including any evaluation, negotiations and award, has been completed.

4.5 Validity of Proposals

Proposals submitted and not withdrawn as of the Proposal Due Date shall be valid for a period of fifty (50) days commencing on the Proposal Due Date. No Proposer shall withdraw its Proposal within fifty (50) day period, unless notified by GDOT that (i) the DB Documents for the Project will not be awarded by GDOT pursuant to the RFP or (ii) GDOT has awarded the DB Documents to another Proposer, has received the executed DB Documents and other required documents, and does not intend to award the DB Documents to Proposer.

Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above.

4.6 Proposal Guaranty

Each Proposer shall submit a Proposal Guaranty and Power of Attorney, as described in GDOT Special Provision 102.06.

4.7 Forfeiture of Proposal Guaranty

Each Proposer understands and agrees that if it has submitted and not withdrawn its Proposal as of the Proposal Due Date and (i) withdraws any part or all of its Proposal (without the Consent of GDOT) while the Proposal is valid or (ii) if it is selected at the Apparent Successful Proposer pursuant to Section 6.2 or Section 6.2.2, should otherwise refuse or be unable to furnish any commitments made in its Proposal, GDOT shall be entitled to draw on the Proposal Guaranty in its entirety and Proposer shall not be entitled to the Payment for Work Product.

Proposer acknowledges that the forfeiture of the Proposal Guaranty constitutes liquidated damages and is not a penalty, and the amount forfeited is fair and reasonable and such payment represents a reasonable estimate of fair compensation to GDOT for the work required to procure the Project and the reputational losses which may accrue.

Subject to Section 6.3.1, GDOT will retain the Proposal Guaranty for all Proposers until the DB Documents have been fully executed, GDOT has canceled the RFP or the conclusion of the validity period described in Section 4.5; after which GDOT will return the Proposal Guaranty for each Unsuccessful Proposer, except any Proposal Guaranty drawn upon by GDOT. Further, GDOT shall return the Proposer Guaranty to the successful Proposer within two (2) Business Days of GDOT's receipt of the Payment and Performance Bonds, in accordance with Section 5.6.

Proposer understands that any material alteration, as determined by GDOT in its sole discretion, of documents specified in this Section 4, the Form of Proposal Guaranty, will render the Proposal non-responsive and non-compliant, unless such alteration was authorized by GDOT in writing prior to the Proposal Due Date.

4.8 Cost of Preparing Proposal

The cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process shall be borne by Proposer.

4.9 Compliant Proposal

Proposer shall submit a Proposal that provides all the information required by the ITP. If the Proposal does not fully comply with these requirements, GDOT may deem the Proposal non-responsive in which case Proposer shall be disqualified. In addition, GDOT may consider Proposals non-responsive and Proposer disqualified for the following reasons:

- (a) If the Proposal is not submitted in the format specified in this ITP, is illegible or is incomplete;
- (b) If the Proposal contains multiple, conditional or alternate Proposals or contains any omission, erasures, alterations, unauthorized additions or other irregularities of any kind; or
- (c) If Proposer is in arrears in the payment of any obligation due and owing the State, including the payment of taxes and employee benefits.

4.10 Insurance Requirements

Proposers are cautioned to carefully review the minimum insurance requirements set forth in the DB Documents and to take these minimum requirements into account in putting together their Technical Proposal and Price Proposal.

SECTION 5.0 EVALUATION PROCESS AND CRITERIA

Upon GDOT's receipt of the Proposals, GDOT will proceed to review the Proposals using the pass/fail factors set forth in Section 5.1. As set forth in Section 5.4, the evaluation process may, at GDOT's sole discretion, include a request for revised Proposals. GDOT will determine which Proposal is the Apparent Successful Proposer in accordance with the selection process set forth in this Section 5.

GDOT may, in its sole discretion, reject all Proposals or advertise for new Proposals, if, in the judgment of GDOT, the best interests of the public will be promoted by doing so.

5.1 Pass/Fail and Responsiveness Evaluation

Each Proposal will be reviewed (a) for responsiveness and (b) based on the pass/fail criteria set forth in this Section 5.1. Each Proposer must satisfy each pass/fail requirement set forth in Sections 5.1.2 through Section 5.1.3 and be deemed to have submitted a responsive Proposal pursuant to Section 5.1.1 in order for GDOT to consider the Proposal responsive. Proposers are advised that failure to achieve a

“pass” rating on any “pass/fail” factor will result in GDOT declaring the Proposal non-responsive and Proposer being disqualified. Prior to making such determination, GDOT may, in its sole discretion, request clarifications of the information submitted in the Proposal (see Section 5.3).

5.1.1 Responsiveness

Each Proposal will be reviewed for conformance and responsiveness to the requirements set forth in the RFP. Proposers that GDOT determines are non-responsive to the RFP may be excluded from further consideration. Proposers will be advised regarding a determination of non-responsiveness.

5.1.2 Administrative Pass/Fail Requirements

The Administrative Proposal will be reviewed for conformance on a pass/fail basis to determine if it meets the requirements of Exhibit B.

5.1.3 Technical Proposal Pass/Fail Requirements

The Technical Proposal will be reviewed for conformance on a pass/fail basis to determine if it meets the requirements of Exhibit C.

5.2 Price Evaluation

The Proposer submitting the Lowest Qualified Price Proposal shall be the Apparent Successful Proposer.

5.3 Requests for Clarification

GDOT may at any time issue one or more Requests for Clarification (RFC) to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal. Any requests for clarification shall be in writing to Proposer's designated representative. Proposers shall respond to any such requests within two (2) Business Days (or such other time as is specified by GDOT) from receipt of the request. The scope, length and topics to be addressed in clarifications shall be prescribed by, and subject to the discretion of, GDOT.

Upon receipt of requested clarifications and additional information as described above, if any, the Proposals may be re-evaluated to factor in the clarifications and additional information.

5.4 Request for Proposal Revisions

GDOT may, at any time after receipt of Proposals and prior to final award, determine that it is appropriate to request changes to the Proposals (“Proposal Revisions”). If Proposal Revisions are requested, GDOT will follow the requirements described in 23

CFR Part 636. GDOT may request Proposal Revisions with or without discussions as described therein. The request for Proposal Revisions will identify any revisions to the RFP and will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. In the event that Proposal Revisions are requested, the term “Proposal,” as used in the RFP, shall mean the original Proposal, as modified by the Proposal Revisions.

5.5 Proposal Re-evaluation following Revisions

Upon receipt of Proposal Revisions pursuant to Section 5.4 above, GDOT will re-evaluate the Proposals as revised in accordance with the methodology described in Section 5.1.

5.6 Payment and Performance Bonding Requirements

On the Effective Date of DB Agreement, Proposer shall, at its option, cause Design-Build Team to deliver to GDOT P&P Bonds in compliance with GDOT Specification 103.05.

SECTION 6.0 AGREEMENT AWARD AND EXECUTION

6.1 No Obligation to Award

GDOT shall be under no obligation to award the DB Documents to any Proposer or to award the DB Documents at all.

6.2 Award and Execution

Unless GDOT rejects all Proposals or cancels this procurement, GDOT shall select as the Apparent Successful Proposer the Proposer with the Apparent Successful Proposal, taking into consideration the evaluation criteria and procedures set forth in Section 5. GDOT's selection of Apparent Successful Proposer with respect to the DB Documents shall be deemed to have occurred upon public notification of such selection.

Following such selection of Apparent Successful Proposer, GDOT and the Apparent Successful Proposer shall finalize the executable versions of the DB Documents, filling in blanks and inserting information that the forms of the DB Documents indicate is required from the Proposal. By submitting its Proposal, each Proposer commits to enter into the form of DB Documents included in the RFP, without variation, except as provided in this paragraph.

6.2.1 Delivery of Drafts, Execution of DB Documents, Etc.

Within twenty (20) days of GDOT's selection of the Apparent Successful Proposer, such Apparent Successful Proposer shall:

- (a) deliver to GDOT specimens of the insurance policies required under the

DB Agreement for GDOT's review and approval; and

- (b) if the Successful Proposer is a Joint Venture or Partnership, identify the attorney or law firm that will provide the legal opinions set forth on Form S hereto to be delivered concurrently with GDOT's execution of the DB Agreement and provide a draft opinion letter (consistent with such on Form S) to GDOT for GDOT's approval, not to be unreasonably withheld. Such opinion letter may be rendered by in-house or outside counsel, provided that (i) the organization/authorization/execution opinion shall be provided by an attorney licensed in the state of the formation/organization of the entity for which the opinion is rendered (i.e., Design-Build Team, joint venture member, etc.) and (ii) the qualification to do business in Georgia and the enforceability opinion shall be provided by an attorney licensed in the state of Georgia, provided, however, that the organization/authorization/execution opinion for an entity formed or organized under the laws of the State of Delaware may be issued by an in-house or outside counsel not licensed in Delaware.
- (c) Notify GDOT in writing of the name and address of its agent for service of legal process for this Project. Proposer shall not change this authorized agent without prior written notice to GDOT;
- (d) If applicable, complete the establishment of the single purpose entity for the Project and submit certified copies of the single purpose entity-related documents to GDOT as described in Section 1.12;
- (e) Notify GDOT in writing of Proposer's Federal Internal Revenue Service Employer Identification Number;
- (f) Deliver to GDOT six (6) executed sets of the DB Agreement, together with evidence as to the authority, power, and capacity of the individuals executing the DB Documents to bind Proposer to the DB Documents;
- (g) Deliver to GDOT P&P Bonds meeting the requirements of GDOT Specification 103.05.
- (h) Deliver to GDOT evidence of insurance required to be provided by Design-Build Team under the DB Documents;

Should the Apparent Successful Proposer fail to comply with any of the requirements in this Section 6.2.1, GDOT shall call upon the Apparent Successful Proposer's Proposal Guaranty in its entirety, *provided* that Proposer's time period to satisfy the requirements of this Section 6.2.1 shall be extended by the period of delay in Proposer's ability to execute the DB Agreement solely and directly caused by the issuance of a temporary restraining order or other form of injunction by a court with jurisdiction that prohibits prosecution of any portion of the Project.

Proposer acknowledges that the forfeiture of the Proposal Guaranty constitutes liquidated damages and is not a penalty, and the amount forfeited is fair and reasonable and such payment represents a reasonable estimate of fair compensation to GDOT for the work required to procure the Project and the reputational losses which may accrue.

It is contemplated that GDOT will execute the DB Agreement no later than thirty (30) days after selection of the Apparent Successful Proposer, subject to such Apparent Successful Proposer's compliance with the terms of this Section 6.2.1. GDOT will retain four (4) sets of the executed DB Documents, GDOT will deliver one executed set to FHWA (for Projects of Division Interest only), and GDOT will deliver one (1) executed set to Proposer. Concurrently with GDOT's execution of the DB Agreement, the Design-Build Team will provide to GDOT the legal opinion in the form, and from the counsel, previously approved by GDOT. Each of the DB Documents will not be effective until it has been fully executed by all of the parties thereto.

6.2.2 Initial Successful Proposer's Failure to Comply

If the initial Successful Proposer fails to comply with the requirements of Section 6.2.1, GDOT may (in its sole discretion) award the DB Documents to the Proposer whose Proposal was the next Apparent Successful Proposer, re-advertise and complete the Work under a different contract, cancel the Project or pursue any other option it chooses.

6.3 Reserved

6.4 Debriefing of Unsuccessful Proposers

GDOT shall debrief Unsuccessful Proposers upon their written request submitted to the Point of Contact no later than thirty (30) calendar days after GDOT's issuance of NTP 1 for the Project. Written requests for debriefing must be submitted within thirty (30) calendar days of the GDOT Design-Build Project award announcement. Email requests are considered acceptable.

GDOT will prepare a summary of the requesting Proposer's relevant evaluation information. GDOT will provide the information in writing to the requesting Proposer within thirty (30) calendar days after GDOT issuance of the Project's NTP 1.

6.5 Reserved

SECTION 7.0 NON-RESPONSESIVE TECHNICAL PROPOSAL PROCEDURES

7.1 GDOT's Responsibilities

In the event GDOT deems a Proposer's Technical Proposal non-responsive, GDOT shall, within two (2) business days of such determination, provide each non-responsive Proposer a written explanation as to the reason(s) that their Technical Proposal was deemed non-responsive. An email is considered a proper written notification.

7.2 Proposer’s Responsibilities

Upon receipt of GDOT’s written explanation, the Proposer shall have five (5) business days to request GDOT reconsider the non-responsiveness determination. The Proposer’s request shall be in writing to the Chief Engineer; shall clearly state the reasons the Proposer believes that GDOT’s determination is in error; and shall include supporting documentation as the Proposer deems appropriate.

7.3 Technical Proposal Resolution

Upon GDOT’s receipt of a Proposer’s written request for reconsideration of the non-responsiveness determination, GDOT will respond in writing with a final determination or an estimate of when a final determination will be made within three (3) business days.

7.4 Time Frames

The timeframes included are approximate, and may be modified by GDOT.

7.5 Costs and Damages

All costs of a Proposer for requests for GDOT to reconsider the non-responsiveness determination shall be the responsibility of the Proposer and undertaken at the Proposer’s expense.

SECTION 8.0 GDOT’S RIGHTS AND DISCLAIMERS

8.1 GDOT’s Rights

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

- (a) Develop the Project in any manner that it, in its sole discretion, deems necessary. If GDOT does not execute the DB Agreement with Proposer that submitted the apparent Successful Proposal, GDOT may proceed to the next highest rated Proposer, terminate this procurement and pursue other development or solicitations relating to the Project, or exercise such other rights under the provisions of State law as it deems appropriate;
- (b) Investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, require additional information concerning a Proposer’s Proposal, require additional evidence of qualifications to perform the Work, and seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;

- (c) Reject all Proposals;
- (d) Reject any Proposals received for non-responsiveness to or non-compliance with the RFP requirements;
- (e) Issue a new RFP;
- (f) Cancel, modify, or withdraw the RFP in whole or in part at any time prior to the execution of the DB Documents, including adding or deleting Proposer responsibilities contained in the RFP;
- (g) Modify all dates set or projected in the RFP, including this ITP;
- (h) Issue Addenda;
- (i) Disqualify any Proposer who changes its Proposal, members of its team or key personnel without GDOT approval;
- (j) Appoint evaluation committees to review Proposals and seek the assistance of outside technical experts and consultants in evaluating the Proposals;
- (k) Accept and review non-conforming Proposals or seek and receive clarifications or supplements to a Proposal;
- (l) Waive minor irregularities in Proposals. Minor irregularities are defined as those that will not have an adverse effect on GDOT's interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers;
- (m) Suspend and terminate the procurement at any time; and/or
- (n) Exercise any other right reserved or afforded to GDOT under this ITP and applicable law.

8.2 Disclaimers

The RFP does not commit GDOT to enter into a DB Agreement, nor does it obligate GDOT to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of the DB Documents. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs, except for payments related to the Payment for Work Product.

The execution and performance of the DB Documents pursuant to the RFP is contingent upon sufficient appropriations and authorizations being made by the Georgia General Assembly for performance of the DB Agreement between the successful Proposer and GDOT.

In no event shall GDOT be bound by, or be liable for, any obligations regarding the Work or the Project until such time (if at all) as the DB Documents have been executed, authorized and delivered.

In submitting a Proposal in response to the RFP, Proposer is specifically acknowledging these disclaimers.

EXHIBIT A

RESERVED

EXHIBIT B

ADMINISTRATIVE INFORMATION SUBMITTAL REQUIREMENTS

B.1 General Instructions

This Exhibit B describes the required information and submission format regarding Administrative Information Submittals. Proposers shall submit the administrative information required by this Exhibit B, separated and labeled appropriately. The Administrative Information Submittals shall be limited to the page limitations (if any) specified for that submittal.

B.2 Contents of the Administrative Information Submittals

Proposers are to provide all information set out in this Exhibit B.

The Administrative Information Submittals shall consist of the following major elements: Proposer information, certifications and documents (including required forms);

B.2.1. Proposer Information, Certifications and Documents

B.2.1.1 Proposal Letter – Form A

The Proposal shall include the Proposal Letter (Form A). Proposer shall attach to the Proposal Letter evidence of authorization to execute and deliver the Proposal and the DB Agreement, shall identify its authorized representative(s) and shall include all necessary authorization documents (as requested in the Proposal Letter – Form A).

B.2.1.2 Design-Build Price Proposal – Electronic Bidding

The Proposer shall follow all instructions contained in Exhibit D.4 for submission of their Price Proposal.

B.2.1.3 Participating Members, Contractors and Key Personnel Commitment – Form G

The Proposal shall include a completed Form G confirming the identity, current availability and commitment to the Project of the Participating Members, Major Non-Participating Members and Key Personnel for the Major Non-Participating Members that were listed by Proposer in the SOQ, subsequently approved in writing by GDOT in accordance the procedures set forth in this ITP.

B.2.1.4 Buy America Certification – Form J

The Proposal shall include an executed copy of Form J, regarding federal “Buy America” requirements.

B.2.1.5 Use of Contract Funds for Lobbying Certification – Form K

The Proposal shall include an executed copy of Form K, regarding use of contract funds for lobbying.

B.2.1.6 Debarment and Suspension Certification – Form L

The Proposal shall include an executed copy of Form L, regarding debarment and suspension of contractors.

B.2.1.7 Changes in Proposer’s Organization

The Proposal shall include a copy of the letter(s) (if any) issued by GDOT approving changes to the composition of Proposer’s team (including additions to a Proposer team) following GDOT’s decision to qualify Proposer. Such approval is required under Section 2.7 of the ITP. If Proposer includes any such letter(s), it shall also include a brief description (two page maximum) of these changes.

B.2.1.8 Draft Single Purpose Entity Corporate Formation Documents

If Proposer contemplates the creation of one or more single purpose entities as the party to execute the DB Contracts, the Proposal shall include a statement acknowledging that the organizational documents for the single purpose entity(ies) will be provided within 60 days of GDOT’s award pursuant to Section 6.2.1 of the ITP and the Proposal shall include applicable draft documents for such entity.

B.2.1.9 Executed Copy of Partnering/Consortium Agreement

If Proposer is a consortium, partnership or any other form of joint venture, the Proposal shall contain an executed teaming agreement or, if the entities making up Proposer have not executed a teaming agreement, a summary of the key terms of the anticipated agreement.

B.2.1.10 Reserved

B.2.1.11 Reserved

B.2.2. Other Financial Capacity Information (For Single Purpose Entities or Joint Ventures Only)

- (a) **Newly Formed Entity** - If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the Participating Members and Major Non-Participating Members (if any) and, if applicable, any joint ventures making up the Major Non-Participating Members, shall be sufficient (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements – but shall nonetheless provide sufficient background information on such entity – i.e. organizational, legal, ownership structure, initial funding, purpose, etc.).
- (b) **SEC Filings** - If any other entity for whom financial information is submitted hereby files reports with the Securities and Exchange Commission, then such reports shall be provided through a copy of their annual report on Form 10-K. Also, for all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed 10-K. If any of these

reports have previously been submitted to GDOT during the procurement process, they are not required to be resubmitted.

- (c) **Material Changes in Financial Condition** - A letter from the chief financial officer (“CFO”) or treasurer of Proposer, each Participating Members, each Major Non-Participating Members (if any), each joint venture making up the Major Non-Participating Members (if applicable) and each Guarantor, in each case providing information on any material changes in financial condition of such entity and, if applicable, its direct or indirect parent entities, since submission of the SOQs and those that are pending. Additionally, Proposers shall be required to provide updated financial information following the Proposal Due Date as long as the dissemination of such information is permitted by law.

At the discretion of GDOT, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity shall be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. The affected entity shall also provide a discussion of measures that would be undertaken to insulate the project from any recent material adverse changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in the periods between submission of the SOQs and the most recent completed periods (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

The following list identifies certain items that GDOT would consider a material change in financial condition. **This list is intended to be indicative only.**

List of Indicative Material Changes:

- An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity.
- A downward change in tangible net worth of ten percent (10%) of shareholder equity.
- A sale, merger or acquisition exceeding ten percent (10%) of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity.
- A downward change in credit rating for the affected entity, a related business

unit, or parent corporation of the affected entity.

- Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed loan stipulations, or additional credit support from shareholders or other third parties.
 - The affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurred a net operating loss; (ii) sustained charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implemented a restructuring/reduction in salaried personnel exceeding 200 positions or involving the disposition of assets exceeding 10% of the then shareholder equity.
 - Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition since submission of the SOQs or may be pending for the next reporting period.
- (d) **Letter of Parent Company Support** - Where a Participating Member or Major Non-Participating Member of a Proposer team is a subsidiary of another company, provide a letter from the parent company, signed by a parent company officer, confirming their intention to support the subsidiary's participation in the Project. This letter must clearly state that the parent company will provide the financial support and human resources needed by the subsidiary to successfully carry out the Project.
- (e) **Off-Balance Sheet Liabilities** - A letter from the CFO, treasurer or certified public accountant for each entity for which financial information is submitted, identifying all material off balance sheet liabilities; and
- (f) **Non-recourse financing** - A letter from the CFO, treasurer or certified public accountant for each entity for which financial information is submitted, identifying the amount of non-recourse financing on the balance sheet.

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

B.3 No DB Contract Sum Information

NO PART OF THE ADMINISTRATIVE INFORMATION SHOULD CONTAIN THE PROPOSER'S PROPOSED DB CONTRACT SUM OR OTHER INFORMATION THAT WOULD ALLOW SUCH DB CONTRACT SUM TO BE CALCULATED.

EXHIBIT C

TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

Proposer shall submit the Technical Proposal in accordance with this Exhibit C. The Technical Proposal shall be separated and labeled appropriately and organized. Proposers shall not amend the order or change the contents of the checklist except to provide the required cross reference to their respective Proposal. The Technical Proposal shall be limited to an aggregate of twenty (20) pages, including appendices and exhibits containing required forms, graphs, any matrices and pertinent data. Charts, graphs, figures and matrices may be submitted on 11”X17” sheets. Such 11”X17” sheets will be counted as one. Proposer may provide charts, graphs, figures and matrices in a legible format 11”X17” or larger to assist in GDOT’s review. Schedules and design drawings will not be counted as part of the aggregate twenty (20) pages. Dividing sheets and tabs will not count toward the maximum page limit, provided they do not include any additional qualitative information about Proposer.

The Technical Proposal shall include the following:

C.1.1. DB Project Approach

The DB Project Approach shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer’s Proposal and its ability to satisfy the technical requirements of the Project. The Executive Summary shall not exceed two (2) pages and shall be in at least 12-point type.

The DB Project Approach shall, at a minimum, include the following:

- (a) A summary of the Project Management Plan, including :
 - i The Proposer’s approach for working with GDOT and third parties and a general description of its substantive contents;
 - ii A summary of the proposed management, decision making, and day-to-day operation structure of Proposer, and a statement that each Participating Member and Major Non-Participating Member has committed to provide the specified people;
 - iii A summary of Proposer’s approach to addressing Utility Adjustments;
 - iv A summary of Proposer’s approach for delivering the design and construction components of the Project;
 - v A summary of Proposer’s approach to quality management of the Project throughout the duration of the DB Agreement; and
 - vi A summary of Proposer’s approach to construction sequencing, traffic management and mobility during construction.

- (b) A summary of Proposer’s strategy for environmental compliance, monitoring, and mitigation to support GDOT in fulfilling the NEPA process and environmental commitments for each segment and the overall Project.

Proposer shall attach to the DB Project Approach the following two organizational tables:

- (a) A table indicating the roles of the Participating Members and Major Non-Participating Members and their shares of ownership of any joint venture entities; and
- (b) A table showing the relationship between any of the Participating Members and Major Non-Participating Members.

C.2 Preliminary Baseline Schedule/Construction Phasing Plan

- (a) The Preliminary Baseline Schedule shall show the overall approach and provide detail activities to the design, construction phasing, planning, scheduling, and execution of the Work, for the period between NTP 1 and Final Acceptance. The Preliminary Baseline Schedule shall show in detail the Proposer’s Work activities with all remaining Work being represented by phase level summary activities such that they cumulatively indicate all Work. The schedule shall indicate the milestone dates in Exhibit 9 of the DB Agreement and the critical path achieve Substantial Completion and Final Acceptance. The Preliminary Baseline Schedule shall be in general conformance with the Work Breakdown Structure provided in Section 2 of the Technical Provisions.
- (b) The narrative shall also discuss any Construction Phasing that is proposed.
- (c) The Preliminary Baseline Schedule shall be the basis of the development and submittal of the Project Baseline Schedule as set forth in Section 2 requirements of the Technical Provisions. The Preliminary Baseline Schedule shall be created and developed in the allowable programming software as required in Section 2 of the Technical Provisions.

C.3 Project Differences from Reference Information Documents (RID) (if applicable)

- (a) Proposal shall indicate how their approach to design and construction of the project differs materially from the design indicated in any of the RID.

EXHIBIT D

PRICE PROPOSAL SUBMITTAL REQUIREMENTS

Proposer shall submit the Price Proposal in accordance with this Exhibit D. The Price Proposal shall be separated and labeled appropriately and organized.

D.1 General Instructions

This Exhibit D describes the required information and submission format for the Price Proposal.

Proposer shall submit the information required by this Exhibit D in the format specified herein.

All Forms named herein are attached to the ITP. All blank spaces in the Proposal Forms must be filled in as appropriate. No substantive change shall be made in the Proposal Forms.

D.2 Format of Price Proposal

All financial information provided in the Price Proposal shall be in U.S. Dollar currency only and all amounts shall be clearly identified as nominal dollars.

D.3 Verification

Each Proposer shall satisfy itself as to the costs and tax consequences of entering into a DB Agreement. GDOT makes no representations or warranties, express or implied, and assumes no liability whatsoever, with respect to costs or the consequences of federal or state income tax treatment of Design-Build team under the DB Agreement.

D.4 Electronic submittal of Price Proposal

Refer to GDOT Special Provision 102.06 for instructions regarding submission of the Price Proposal.

EXHIBIT E

RESERVED

EXHIBIT F

RESERVED

EXHIBIT G

LIST OF GDOT PROJECT TEAM

- HNTB Corporation
- ARCADIS

EXHIBIT H

LIST OF REFERENCE INFORMATION DOCUMENTS

RID or RFP List Title	Proposed RID Documents	Date Issued
RID	DB Contract (non-official)	2/20/2015
RID	Approved Concept Report	2/20/2015
RID	Conceptual Layouts	2/20/2015
RID	Design Exception Horizontal Alignment	2/20/2015
RID	Soil Survey	2/20/2015
RID	Approved Pavement Design	2/20/2015
RID	Traffic Study	2/20/2015
RID	Survey	2/20/2015
RID	MicroStation Files	2/20/2015
RID	MS4 Infeasibility Report	2/20/2015
RID	Utilities	2/20/2015
	Executed MOU's	2/20/2015
	SUE 2013-04-22	2/20/2015
	UAPRR	2/20/2015
RID	Approved CE	2/20/2015
RFP	Shelf Reference and Supplemental Specifications	2/20/2015
	Reference Special Provisions	2/20/2015
	Shelf Special Provisions	2/20/2015
	Supplemental Specs	2/20/2015

FORM A

Proposal Letter

PROPOSER: _____

Proposal Date: _____, 201__

Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308

The undersigned (“**Proposer**”) submits this proposal (this “**Proposal**”) in response to that certain Request for Proposals (the “**RFP**”) issued by the Georgia Department of Transportation (“**GDOT**”), an agency of the State of Georgia, dated February 20, 2015, as amended, to develop the SR 21 at I-95 Diverging Diamond Interchange Project (the “**Project**”), as more specifically described herein and in the documents provided with the RFP. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

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

a) to keep this Proposal open for acceptance for a period of fifty (50) days without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of GDOT, in GDOT’s sole discretion; and

b) to provide security (including bonds and insurance) for the due performance of the Design Build Agreement (the “**DB Agreement**”) as stipulated therein.

If selected by GDOT, Proposer agrees to: (a) enter into the DB Agreement and satisfy all other conditions to award of the DB Agreement as set forth in Section 6 of the Instructions to Proposers (“**ITP**”) included in the RFP; and (b) perform its obligations as set forth in the DB Agreement, including compliance with all commitments contained in this Proposal.

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

- Administrative Information Submittals;
- DB Project Approach;
- Technical Proposal; and
- Price Proposal

Proposer acknowledges receipt, understanding and full consideration of the following:

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

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 RFP documents and is satisfied that the RFP documents provide sufficient detail regarding the intended "Design-Build Team's" obligations and do not contain internal inconsistencies; Proposer has carefully checked all the words, figures and statements in the Proposal; Proposer has conducted such other field investigations and additional design development as is prudent and reasonable in preparing this Proposal; Proposer has requested clarification or interpretation with respect to any perceived deficiency in or omission from the RFP documents or other documents provided by GDOT; and Proposer has notified GDOT of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the Statement of Qualifications previously delivered to GDOT by Proposer 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 Statement of Qualifications, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

Proposer understands that GDOT is not bound to award the DB Agreement to the Proposer submitting the Proposal with the lowest proposed bid, the highest scoring Proposal, or any Proposal GDOT may receive.

Except for any payment for Work Product paid to Proposer in accordance with the ITP and the separate Contractual Services Certification, Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer.

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

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

Proposer's business address:

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

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

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

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

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the Proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert the Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL REQUIREMENTS FOR SINGLE PURPOSE ENTITIES AND JOINT VENTURES ONLY:

- A. If the Proposer is a corporation, enter the state or country of incorporation in addition to the business address. If the Proposer is a partnership, enter the state or country of formation. If the Proposer is a limited liability company, enter the state or country of organization.
- B. Describe in detail the legal and organizational structures of the entity making the Proposal.
1. Provide a table or tables showing the legal and organizational structure of the anticipated Design-Build Team and any Major Non-Participating Members entity. This table shall describe the role of all Participating Members, Major Non-Participating Members, and Contractors.
 2. If the Proposer (or any member, partner or joint venturer of the Proposer) is a corporation or includes a corporation as a joint venturer, partner or member, provide articles of incorporation and bylaws for the Proposer and each corporation certified by an appropriate individual.
 3. If the Proposer (or any member, partner or joint venturer of the Proposer) is a partnership or includes a partnership as a joint venturer, 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 and each general partner (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.
 4. If the Proposer (or any member, partner or joint venturer of the Proposer) is a joint venture or includes a joint venture as a joint venturer, partner or member, attach the full names and addresses of all joint venturers and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer and each joint venturer (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.
 5. If the Proposer (or any member, partner or joint venturer of the Proposer) is a limited liability company or includes a limited liability company as a joint venturer, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer and each member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.
- C. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a

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

- D. The Proposer's partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to GDOT, in its sole discretion, stating that, in the event of a dispute between or among joint venturers, partners or members, as applicable, no joint venturer, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers shall submit the applicable agreement to GDOT and identify on a cover page where in the agreement the provision can be found.

FORM B
RESERVED

FORM C
RESERVED

FORM D
RESERVED

FORM E
RESERVED

FORM F

RESERVED

FORM G

Form of Participating Members, Major Non-Participating Member, Contractors and Key Personnel Commitment

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

Proposer hereby commits that, if awarded the SR 21 at I-95 Diverging Diamond Interchange Project (the "**Project**"), the Proposer will use the entities and individuals listed below for their stated positions and that, to the extent within the Proposer's control, such entities and individuals will be available to fulfill their Project-related responsibilities.

Participating Member: _____

Participating Member: _____

Participating Member: _____

Lead Contractor: _____

- **Project Manager:** _____
- **Superintendent:** _____

Lead Engineering Firm: _____

- **Lead Design Engineer:** _____

Key Personnel: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

FORM H
RESERVED

FORM I
RESERVED

FORM J

Buy America Certification

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

- a. Proposer shall comply with the Federal Highway Administration (“FHWA”) Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the DB Agreement 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 certification be investigated, Proposer has the burden of proof to establish that it is in compliance.
- c. At Proposer’s request, GDOT may, but is not obligated to, seek a waiver of Buy America requirements from FHWA 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 GDOT.

Date: _____

Signature: _____

Title: _____

Proposer’s Name: _____

FORM K

Use of Contract Funds for Lobbying Certification

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

1. The Proposer 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) received by Proposer under the RFP or DB Agreement 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 DB Agreement or any 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 ten thousand (\$10,000) and not more than one hundred thousand (\$100,000) for each such failure.
3. Proposer shall require that the language of this certification be included in all lower tier subcontracts which exceed one hundred thousand dollars (\$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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each expenditure or failure.]

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM L

Debarment and Suspension Certification

The undersigned Proposer certifies on behalf of itself, and all Participating Members, Major Non-Participating Members and Contractors identified by such Proposer as of the date hereof, as follows:

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 three (3) year period preceding this application/proposal had one or more public transactions (federal, State or local) terminated for cause or default.

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

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM M
RESERVED

FORM N
RESERVED

FORM O
RESERVED

FORM P
RESERVED

FORM Q
RESERVED

FORM R
RESERVED

FORM S

Opinion of Counsel

[Letterhead of independent law firm or in-house counsel – See Section 6.2.1 of the ITP for legal counsel requirements- If applicable]

Mr. Matthew Cline
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308

Re: Design-Build Agreement for the [SR 21 at I-95 Diverging Diamond Interchange Project (the “**Project**”)]

Dear Mr. Cline,

This letter is provided with regard to the Design-Build Agreement dated as of _____, 2015 (the “DB Agreement”), by and between the Georgia Department of Transportation (“**GDOT**”), an agency of the State of Georgia, and _____ (the “Design-Build Team”) for the SR 21 at I-95 Diverging Diamond Interchange Project (the “**Project**”).

[Describe relationship to Design-Build Team and its joint venture members, general partners, members, as applicable, and any other entities whose approval is required in order to authorize execution of the DB Agreement.]

[This letter is provided to you pursuant to Section 6.2.1 of the Instructions to Proposers of that certain Request for Proposals issued by GDOT on [_____], 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 a certificate is used/obtained from Design-Build Team, such certificate shall also run in favor of GDOT, and shall be attached to the 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-Build Team and that Design-Build Team has corporate power to own its properties and assets, carry on its business, enter into the DB Agreement and to perform its obligations under the DB Agreement] *[if Design-Build Team 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 the state of Georgia for Design-Build Team] *[if Design-Build Team is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners]*

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

4. [opinion that the DB Agreement constitute a legal, valid and binding obligation of Design-Build Team enforceable against Design-Build Team in accordance with its terms] *[if Design-Build Team is a partnership/joint venture, add: “and its joint venture members/general partners” after the second “Design-Build Team”]*

5. [opinion that all required approvals have been obtained with respect to execution, delivery and performance of the DB Agreement; and that the DB Agreement do not conflict with any agreements to which Design-Build Team is a party *[if Design-Build Team 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-Build Team is bound *[if Design-Build Team is a partnership/joint venture, add: “and its joint venture members/general partners are bound”]*

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

7. [opinion that execution and delivery by Design-Build Team of the DB Agreement do not, and Design-Build Team’s performance of its obligations under the DB Agreement will not, violate any current statute, rule or regulation applicable to Design-Build Team or to transactions of the type contemplated by the DB Agreement]

8. [opinion that the Design-Build Team Agreements (as applicable) have been duly authorized by all necessary corporate action on the part of Design-Build Team and such agreements have been duly executed and delivered by Design-Build Team] *[if Design-Build Team is a partnership/joint venture, add: “and its joint venture members/general partners” after the first and second “Design-Build Team”]*

9. [opinion that the Design-Build Team Agreements constitute legal, valid and binding obligations of Design-Build Team enforceable against Design-Build Team in accordance with their terms] *[if Design-Build Team is a partnership/joint venture, add: “and its joint venture members/general partners” after the second “Design-Build Team”]*