Sponsored by: Mayor John R. Dennis

RESOLUTION NO. 11-15 (Amended)

A RESOLUTION APPROVING A PROJECT DEVELOPMENT AGREEMENT IN COOPERATION WITH PURDUE UNIVERSITY CONCERNING THE STATE STREET PROJECT

WHEREAS, the City of West Lafayette (City) and Purdue University (University) are exploring a cooperative effort to redevelop the State Street Corridor which is a key feature of the Perimeter Parkway plan contemplated as part of the recently completed U.S. 231 relocation; and

WHEREAS, the City and the University have previously entered into an Interlocal Agreement, approved by the Common Council by Resolution No. 20-13 (Amended), which authorized cooperative efforts such as the State Street Project; and

WHEREAS, the parties have previously entered into a Memorandum of Understanding, approved by the Common Council by Resolution No. 04-15, which is a nonbinding statement of intention to move forward to explore mutually advantageous terms for a Project Development Agreement; and

WHEREAS, the Project Development Agreement further specifies the terms and conditions between the City and the University for planning and completion of the State Street Project.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of West Lafayette that the Project Development Agreement is hereby approved in a form substantially similar to that attached as Exhibit "A".

INTRODUCED ON FIRST READING ON THE 19 DAY OF May, 2015.

MOTION TO ADOPT MADE BY COUNCILOR Burch, AND SECONDED BY COUNCILOR Dietrich.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE 19 DAY OF May, 2015, HAVING BEEN PASSED BY A VOTE OF 6 IN FAVOR AND 0 OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bunder	✓			
Burch	✓			
DeBoer	✓			
Dietrich	✓			
Hunt	✓			
Keen			✓	
Thomas	✓			

Presiding Officer

Attest:

Judith C. Rhodes, Clerk-Treasurer

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE 19 DAY OF May, 2015, AT THE HOUR OF 5:10 P.M.

Judith C. Rhodes, Clerk-Treasurer

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE 19 DAY OF May, 2015, AT THE HOUR OF 5:10 P.M.

John R. Dennis, Mayor

Attest:

Judith C. Rhodes, Clerk-Treasurer

EXECUTION COPY

RESOLUTION NO. 11-15 (AMENDED)

EXHIBIT A

PROJECT DEVELOPMENT AGREEMENT

CONCERNING

THE STATE STREET REDEVELOPMENT PROJECT

PROJECT DEVELOPMENT AGREEMENT

CONCERNING

THE STATE STREET REDEVLOPMENT PROJECT

This Project Development Agreement (hereinafter "Agreement") is made by and among the City of West Lafayette (hereinafter "City"), The Trustees of Purdue University (hereinafter the "University"), the West Lafayette Redevelopment Commission (hereinafter the "RDC"), the Purdue Research Foundation (hereinafter "PRF"), and the Joint Board organized under that certain Interlocal Cooperation Agreement dated as of March 12, 2014 (the "Original Interlocal Agreement"), as amended by the First Supplement to the Interlocal Agreement dated as of May 19, 2015 (the "First Supplement to the Interlocal Agreement" and, together with the Original Interlocal Agreement, the "Interlocal Agreement") by and between the City and the University (the "Joint Board") concerning the Project (as defined herein). The City, the University, RDC, PRF and the Joint Board are sometimes referred to individually herein as a "Party," or collectively as "the Parties." This Agreement shall be effective as of May 20, 2015.

WHEREAS, on December 2, 2013, the City approved the Original Interlocal Agreement in connection with the then recent relocation of U.S. 231 to the west of the City and the proposed annexation by the City of lands occupied by the University and PRF, and it approved the First Supplement on May 19, 2015; and

WHEREAS, by a resolution adopted at a meeting held on January 28, 2014, the Executive Committee of the Board of Trustees of the University approved the Original Interlocal Agreement, and the Board of Trustees approved the First Supplement on May 15, 2015; and

WHEREAS, in approving the Interlocal Agreement, both the City and University recognized and concurred that, as a result of the new U.S. 231 corridor and the City's significant partnerships with the University, PRF and units of local government, the orderly growth of the City will be advantageous to it, the University, the entire community, and the State of Indiana; and

WHEREAS, both the City and the University have recognized that, due to the proximity of the Purdue campus to the City and the important symbiosis between the campus environment and the surrounding community, the benefits anticipated by the City from the annexation will, in turn, translate into benefits to the University, particularly with regard to the ability: (a) to realize new development opportunities along the U.S. 231 corridor, and particularly in the area commonly referred to as the "western lands" where a new gateway to the University's campus is expected to be established (the "Western Gateway District"); (b) to attract and retain students and faculty members; and (c) to improve the quality of life for them and their families both within and around campus; and

WHEREAS, pursuant to the terms of the Interlocal Agreement, the City and the University established the Joint Board in order to provide a framework for ongoing collaboration on matters of mutual interest and shared responsibility following the annexation; and

WHEREAS, one such opportunity for collaboration is the proposed redevelopment of State Street (formerly State Route 26) from the Wabash River through the City's downtown and the University's campus to U.S. 231 on the west (the "Project"); and

WHEREAS, the Project represents a key feature of the "Perimeter Parkway" plan long contemplated by the City and the University in response to the U.S. 231 corridor project, and it has been included among the joint projects being advanced by the City and the University, in cooperation with the RDC, in order to realize the benefits described above; and

WHEREAS, the Project is expected to yield transformational benefits by, among other things: focusing on resident, student, visitor and business needs; promoting multi-modal travel methods; encouraging economic development; and establishing a true "sense of place" for the City and the University; and

WHEREAS, an inter-agency work group representing the Parties has been engaged in a process of collaborating and exploring various project delivery and funding options for the Project, and the Joint Board has endorsed a basic schematic for the Project; and

WHEREAS, the Parties hereto, being mindful both of the expected benefits of the Project and the need to identify the most rapid and cost effective means of delivering it, intend to develop, design, build, finance and operate the Project by means of a public-private partnership pursuant to the "Build-Operate-Transfer" statute, I.C. §5-23-1-1 *et seq.* (the "Procurement"); and

WHEREAS, the outline of the preferred approach to procuring the Project has been memorialized in a Memorandum of Understanding approved by the City at its March 2, 2015 Common Council meeting and by the University at its February 12, 2015 Board of Trustees meeting (the "MOU"); and

WHEREAS, each of the RDC and PRF have a shared interest in the objectives of the Project and in the expected benefits described above, and they therefore desire to participate in the effort to advance the Project in the manner described in this Agreement and consistent with their respective missions; and

WHEREAS, in anticipation of commencing the Procurement, the City and the University, in consultation with their advisors, have developed a Request for Qualifications in the form to be attached hereto as **Exhibit A** (the "Draft RFQ"), which will be used to identify potential firms who may participate in the Procurement process and ultimately be invited to respond to a Request for Proposals on the Project; and

WHEREAS, the Parties desire to document and define their respective roles, rights, responsibilities and obligations with respect to funding, managing, overseeing and procuring the Project; and

WHEREAS the Parties (as applicable) have obtained the necessary approvals of their governing bodies and have otherwise met all conditions precedent to entering this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the Parties agree as follows:

Article 1. Definitions of Terms and List of Acronyms Used

1.1. Capitalized terms used by not otherwise defined in this Agreement have the meanings ascribed to them in the Draft RFQ.

1.2. As used herein, the following capitalized terms have the following respective meanings:

1.2.1. "Affordability Cap" means an amount of availability payments scheduled to be made to the Developer under the PPA that, based on a determination of the Joint Board in consultation with its financial advisors, will not exceed, in any particular payment period or in the aggregate, an amount determined by the Joint Board to be affordable based on the amount of Dedicated TIF 1 Revenue scheduled to be generated in such period plus an equal amount of Dedicated TIF 2 Revenue assumed to be generated in such period, and subject to consideration of the aggregate limit on the TIF Support Facility. The Joint Board will, during the draft RFP stage, define with more particularity the Affordability Cap, which will be identified in the final RFP.

1.2.2. "BOT Statute" means Indiana's Build-Operate-Transfer" statute codified at I.C. §5-23-1-1 *et seq*.

1.2.3. "Dedicated TIF 1 Revenue" means the Tax Increment revenue generated by the West Lafayette Levee/Village Redevelopment Area ("TIF 1") to be made available to the Project in the cumulative amount of $60 million and at the rate set forth in a schedule shared by the City with the Joint Board. References to "Dedicated TIF 1 Revenue" in the context of a payment period are deemed to include the amount of Dedicated TIF 1 Revenue remaining in such period after giving effect to any reduction for amounts of principal and interest owed on bonds issued pursuant to the Special Pre-Development Financing.

1.2.4. "Dedicated TIF 2 Revenue" means all Tax Increment revenue generated by the West Lafayette 231 Purdue Economic Development Area ("TIF 2") from and after the date hereof through the statutory expiration date of TIF 2.

1.2.5. "Developer" means the private entity or entities selected by the Joint Board through the Procurement process to develop and operate the Project.

1.2.6. "Disbursing Officer" means the Clerk-Treasurer of the City, Controller of the City or any successor to such office as designated by the City and the University pursuant to the First Supplement to the Interlocal Cooperation Agreement to receive, disburse and account for all Project monies.

1.2.7. "Draft RFQ" has the meaning described in the recitals set forth above.

1.2.8. "EDC Bond" has the meaning described in Section 5.6 hereof.

1.2.9. "Excess TIF Revenue" means the amount, in any payment period, by which the sum of (a) Dedicated TIF 1 Revenue, plus (b) Dedicated TIF 2 Revenue exceeds the amount of the availability payment or any other payment due the Developer in such payment period.

1.2.10. "Financial Close" means the closing of the transactions contemplated by the PPA that relate to the Developer's financing of the Project, after which construction of the Project will be authorized to commence.

1.2.11. "First Supplement to the Interlocal Agreement" has the meaning described in the preamble of this Agreement.

1.2.12. "Infrastructure Works Package" means the Todd's Creek Relocation and the Western Gateway Utility Installation.

1.2.13. "Interlocal Agreement" means the Interlocal Cooperation Agreement between the City and the University described in the preamble of this Agreement, as amended by the First Supplement to the Interlocal Agreement, and as such Interlocal Agreement may be further modified or supplemented from time to time.

1.2.14. "Joint Board" means the board created pursuant to Section 4 of the Interlocal Agreement that is composed of representatives of the City and the University.

1.2.15. "Joint Management Team" means the inter-agency work group representing the Parties that has been engaged in a process of collaborating and exploring delivery and funding options for the Project, and the establishment of which has been formalized under the MOU and this Agreement.

1.2.16. "MOU" means the Memorandum of Understanding dated March 2, 2015 between the City and the University with respect to the Project.

1.2.17. "Overall Shortfall" means an amount, in any payment period, by which the availability payment or any other payment due the Developer exceeds the sum of (a) Dedicated TIF 1 Revenue, (b) Dedicated TIF 2 Revenue, and (c) the amount, if any, that is drawn on the TIF Support Facility to make a TIF 2 Shortfall Advance in such payment period.

1.2.18. "Overall Shortfall Advance" means an amount advanced to the Joint Board by or on behalf of the City and the University, on a 50/50 basis, for the purpose of covering an Overall Shortfall.

1.2.19. "Pre-Development Expenses" mean the costs and expenses incurred by the Parties in connection with planning and making preparations for the Project, including without limitation the costs of consultants and advisors described in Section 4(a) of the MOU, the costs associated with utilities relocation, right-of-way services and land acquisition (including parcels owned by PRF that are to be included in the State Street Property), the costs associated with any stipends to be made available to Short-Listed Offerors, and the costs of the Infrastructure Works Package.

1.2.20. "Project" means the project described in the recitals of this Agreement, which is commonly known as the State Street Redevelopment Project.

1.2.21. "Project Base Scope" means the elements of the Project identified in sections 1 through 5 of Section 2.3 of the Draft RFQ.

1.2.22. "Project Direct Costs" means the costs that will be covered by the availability payment structure generally described in Sections 6.1 and 6.2 of the Draft RFQ, which will include: (i) those to be incurred by the Developer in designing, constructing, financing and operating the Project through the end of the Project Term, (ii) those to be incurred by the Developer in completing any site preparation work as provided in the PPA (including without limitation the demolition of the South Campus Administrative Facilities to accommodate the new right-of-way for the proposed Harrison/Williams Street connector as an essential element of the Project), and (iii) those to be incurred by the Parties that are identified by the Joint Management Team as Project costs but that are not otherwise included in Pre-Development Expenses or Project Indirect Costs.

1.2.23. "Project Enhanced Scope" means the Project Base Scope plus the elements of the Project identified in sections 6 through 8 of Section 2.3 of the Draft RFQ.

1.2.24. "Project Indirect Costs" means certain costs that will be incurred by the University as a result of the impact of the Project on the South Campus Administrative Facilities, including the costs associated with: (a) relocating the Information Technology at Purdue Data Center, which currently serves the University, the City and others from its location within the Freehafer Hall of Administration; (b) the fair market value of the University-owned parcels related to the South Campus Administrative Facilities that are to be conveyed to the City in order to complete the proposed Harrison/Williams Street connector; and (c) the renovation and rehabilitation of alternative space(s) to absorb the administrative functions and personnel currently operating out of the South Campus Administrative Facilities, as well as the reasonable costs of moving such functions and personnel and the

reasonable temporary lease costs, if any, associated with relocating them into such alternative space(s).

1.2.25. "Project Substantial Completion" means Developer's completion of the amount of Project Base Scope necessary to allow the Project to be opened to traffic and made available for use on the terms and conditions specified in the PPA.

1.2.26. "Project Term" means the period from the date of Financial Close to the date of Project Termination.

1.2.27. "Project Termination" means the date when the Developer's responsibilities and obligations under the PPA have concluded and been satisfied with respect to the Project.

1.2.28. "PPA" means the agreement or agreements entered between the Joint Board and the Developer for the Project.

1.2.29. "South Campus Administrative Facilities" means the University facilities known as the Freehafer Hall of Administration and the South Campus Courts.

1.2.30. "Special Pre-Development Financing" has the meaning set forth in Section 5.1.2.2.

1.2.31. "State Street Property" means all parcels that are either within the right-of-way footprint of the Project or essential areas contiguous thereto and that, in each case, are not yet owned by the City. "State Street Property" includes, without limitation, all PRF-owned parcels and all University-owned parcels that are to be conveyed to the City in connection with the Project.

1.2.32. "Tax Increment" means revenue generated in the West Lafayette Levee/Village Redevelopment Area and the West Lafayette 231 Purdue Economic Development Area from property tax proceeds in excess of the respective base assessed values of the above-described redevelopment and economic development areas.

1.2.33. "TIF 1" means the West Lafayette Levee/Village Redevelopment Area Tax Increment Finance District.

1.2.34. "TIF 2" means the West Lafayette 231 Purdue Economic Development Area.

1.2.35. "TIF 2 Shortfall" means the amount by which Dedicated TIF 1 Revenue exceeds Dedicated TIF 2 Revenue in any availability payment period, which shall be covered by a TIF 2 Shortfall Advance.

1.2.36. "TIF 2 Shortfall Advance" means an advance drawn by the Joint Board on the TIF Support Facility for the purpose of covering a TIF 2 Shortfall that, when added to Dedicated TIF 2 Revenue on hand in a given availability payment period, is sufficient to equal the Dedicated TIF 1 Revenue in that payment period.

1.2.37. "TIF Support Facility" means the credit facility to be made available to the Joint Board as a form of bridge funding for the Project, as more particularly described in Section 5.4 below.

1.2.38. "Todd's Creek Relocation" means the work related to constructing a naturalized, re-routed channel and floodplain for the local stream known as Todd's Creek as part of a larger effort to mitigate potential flooding in the Western Gateway District, particularly in proposed development areas along State Street.

1.2.39. "Western Gateway District" has the meaning described in the recitals set forth above.

1.2.40. "Western Gateway Utility Installation" means the work related to the installation of basic public utilities and related infrastructure improvements required for the further development of the Western Gateway District.

Article 2. The Project

2.1. Project Scope. The Project will include, at a minimum, the elements comprising the Project Base Scope, which have been determined by the Parties to be the elements that are: (a) necessary to fulfill the purpose and need of the Project, and (b) feasible within the funding constraints of the Affordability Cap based on current projections of Pre-Development Expenses and Project Direct Costs. The Parties acknowledge that the costs associated with preparing for, designing, constructing, and performing a programmed level of operations and maintenance on the Project Base Scope over the Project Term are currently estimated to be approximately $60 million. Such costs, together with the Developer costs associated with financing the Project, will be included in the availability payments to be made to the Developer following Project Substantial Completion.

2.2. Modifying Project Scope Through Procurement Process. The Joint Board will, in the course of the RFP process, develop a ranking and prioritization of the elements of Project Base Scope and Project Enhanced Scope through the use of a "scope ladder" schedule, which will be made available to the Short-Listed Offerors. The Joint Board will conduct the Procurement in a manner that invites Short-Listed Offerors to submit proposals on both the Project Base Scope and the Project Enhanced Scope, utilizing the scope ladder as they deem necessary or appropriate to identify those Project elements that they propose to deliver within the Affordability Cap. The RFP will thus provide that Short-Listed Offerors

may: (a) remove one or more elements of Project Base Scope if necessary to stay within the Affordability Cap, or (b) add one or more elements of the Project Enhanced Scope if possible while staying within the Affordability Cap. In the event that, upon the receipt of proposals from Short-Listed Offerors at the conclusion of the final RFP stage (as generally described in Section 8.2 of the Draft RFQ), and subject to Section 2.3 below:

2.2.1. no proposal among those received from Short-Listed Offerors has been able to include all elements of Project Base Scope while keeping the scheduled availability payments within the Affordability Cap, the Parties will amend this Agreement to adjust the Project Base Scope accordingly, pursuant to the second sentence of Section 10.4; or

2.2.2. the proposal of the Preferred Offeror has, in addition to including all elements of Project Base Scope, proposed to include one or more elements of Project Enhanced Scope while still keeping the scheduled availability payments within the Affordability Cap, the Joint Board will include such elements in the Project to be delivered pursuant to the PPA.

2.3. Modification of Affordability Cap. If, in the case of a situation described in Section 2.2.1 or Section 2.2.2 above:

2.3.1. the proposal of the Preferred Offeror reflects a schedule of availability payments that exceeds the Affordability Cap by no more than 10% in any one payment period or in the aggregate, the Joint Board may move forward with the Preferred Offeror's proposal and include all of its elements in the Project to be delivered pursuant to the PPA. In such an event, the Parties shall cooperate and take such other actions as are necessary or appropriate to increase the funding available for the Project, such as by indexing the Dedicated TIF 1 Revenue at a reasonable index rate necessary to fund such increase and/or by amending, subject to the mutual agreement of the Joint Board and PRF, the credit agreement for the TIF Support Facility to give effect to a corresponding increase in the aggregate principal amount thereof; or

2.3.2. the proposal of the Preferred Offeror reflects a schedule of availability payments that exceeds the Affordability Cap by more than 10% in any one payment period or in the aggregate, but the Joint Board nonetheless makes a determination, in consultation with its financial advisors, that the Project is still feasible, the Joint Board may request that the other Parties submit a proposal to their respective governing bodies seeking approval to allow the Joint Board to move forward with the Preferred Offeror's proposal by including all of its elements in the Project to be delivered pursuant to the PPA. Upon obtaining such approvals, the Parties shall cooperate and take such other actions as are necessary or appropriate to increase the funding available for the

Project, such as by increasing the overall amount of Dedicated TIF 1 Revenue pledged to the Project and/or by amending, subject to the mutual agreement of the Joint Board and PRF, the credit agreement for the TIF Support Facility to give effect to an increase in the aggregate principal amount thereof.

2.4. Schedule. The Parties will use their best efforts to meet the schedule for the Procurement outlined in Section 2.7 of the Draft RFQ. The Parties will design and execute the Procurement, including the RFP process, with a view toward obtaining proposals from Short-Listed Offerors that reflect a Project timetable contemplating Project Substantial Completion by no later than the first quarter of 2019. Notwithstanding the foregoing, the Parties shall use their best efforts to cause the Developer to achieve Project Substantial Completion by December 31, 2018.

Article 3. Project Governance

3.1. Supplement to Interlocal Agreement. The City and the University have executed and delivered, prior to the execution of this Agreement, the First Supplement to the Interlocal Agreement in the form attached hereto as **Exhibit 3.1**, which, among other things: (a) identifies the Project as a "project" for purposes of City and University cooperation through the Joint Board under the Interlocal Agreement, and (b) formalizes the intention to construct and operate the Project pursuant to the BOT Statute.

3.2. Joint Board. In recognition of its purpose and function as a formal mechanism for ongoing collaboration between the City and the University on matters of mutual interest, as well as the need to maintain a single point of contact to interface with potential partners and, ultimately, the Developer, the Joint Board shall have and may exercise all necessary and appropriate powers and authorities granted to it by the Interlocal Agreement, by this Agreement or by law with respect to the Project.

3.2.1. For the avoidance of doubt, the Joint Board is hereby delegated and vested with all rights, powers and authorities of a "governmental body" under the BOT Statute and is hereby authorized and empowered to serve as such for purposes of the Procurement and the Project.

3.2.2. The Joint Board may, in the exercise of its discretion, establish such rules of governance as it may deem necessary and proper for the advancement of the Project.

3.2.3. The Joint Board shall not exercise any of its respective powers in a manner inconsistent with the express terms of this Agreement.

3.3. Joint Management Team. The City and University will cause their duly authorized representatives to continue to serve on the Joint Management Team for the purpose of cooperating and collaborating on all activities associated with the Procurement and the management of the Project.

3.3.1. Subject to the oversight of the Joint Board, the Joint Management Team has and may exercise all rights, powers, functions and duties as are necessary, useful or appropriate to assist the Parties in the performance of their responsibilities with respect to the Project hereunder, including without limitation by managing and executing the Procurement and by monitoring and reporting on the progress of the Project.

3.3.2. Should any disagreement arise within the Joint Management Team between representatives of the City, on the one hand, and representatives of the University, on the other hand, the matter will be submitted to the Joint Board for resolution. In the event the Joint Board is deadlocked on the matter, the disagreement will be resolved in the manner described in the Interlocal Agreement.

3.3.3. Each Party shall be responsible for the compensation and benefits of its own representatives serving on the Joint Management Team.

3.3.4. The Joint Management Team will continue to seek and facilitate the participation of the RDC and PRF in the preparatory work for the Project and in the process for overseeing and managing the Procurement, taking into account their mutual interest in the successful development of State Street and the Western Gateway District, as well as their role in providing funding and financial resources for the Infrastructure Works Package and the Project. For their part, and consistent with their respective missions, the RDC and PRF will cooperate with the Joint Board and the Joint Management team and use their best efforts to take, or cause to be taken, all actions necessary or desirable to advance the Project in the manner outlined in this Agreement.

3.3.5. Notwithstanding anything in the Interlocal Agreement to the contrary, the Parties hereto are independent parties, and nothing contained herein or therein shall be deemed to create a partnership, joint venture, or employer-employee relationship between them or their representatives for purposes of federal or state tax law, or otherwise.

Article 4. Project Delivery

4.1. Procurement. The Parties will plan and execute the Procurement based on the intended use of an availability payment structure for the Project (i.e., one in which payments for the Project are made based on its ongoing "availability"

during the Project Term). Such availability payments will be made for a period of years following Project Substantial Completion in accordance with a schedule and performance criteria defined in the PPA and may include a special inaugural availability payment designed to reduce the scheduled amount of availability payments to be made to the Developer over the Project Term. The Procurement process is generally defined in the Draft RFQ and will be more particularly prescribed in the draft and final versions of the RFP.

4.2. PPA. The Procurement will provide for a PPA to be entered into with the Developer that will set forth the Developer's responsibilities for the design, construction, financing and operation of the Project. The PPA will provide, among other things:

4.2.1. that the funding of the construction of the Project will be provided exclusively through Developer financing, which may include proceeds of indebtedness of the Developer and a Developer equity contribution;

4.2.2. that no interim or milestone payments will be made during the design and construction phases of the Project;

4.2.3. that any Pre-Development Expenses covered by University cash payments, PRF cash payments, or draws on the TIF Support Facility through the date of Financial Close will be either (a) refinanced with the Developer and reimbursed to the University or to PRF, as the case may be, at Financial Close, as more particularly provided in Sections 5.1.2 and 6.1 hereof or (b) refinanced by the City and reimbursed through the Special Pre-Development Financing.

4.2.4. that the Joint Board is to make availability payments, including any inaugural availability payment, to the Developer through the Disbursing Officer, with such payments to commence following Project Substantial Completion, and with the Disbursing Officer, either directly or through the EDC bond trustee, having the care and custody on behalf of the Joint Board of all Dedicated TIF 1 Revenue and Dedicated TIF 2 Revenue that accumulates in the period prior to Project Substantial Completion;

4.2.5. that the Developer will be responsible for operation of the Project, which will consist primarily of a programmed level of services involving scheduled rehabilitation and lifecycle maintenance work on the public rights of way included within the Project, as will be more particularly described in the RFP;

4.2.6. that the Developer will procure and maintain, or cause to be procured and maintained, specified forms and amounts of insurance policies and coverages, which will cover the described exposures for work performed during the design and construction phase of each Project

segment, and which will name each of the Parties as additional insureds (other than with respect to any Workers Compensation and Professional Errors and Omissions policies and coverages);

4.2.7. that the Developer shall, upon Project Substantial Completion, provide the Joint Board with as-built drawings for the Project, including all approved submittals and shop drawings;

4.2.8. that the Joint Board shall obtain full ownership rights in the design and construction documents for the Project;

4.2.9. for all other applicable Developer responsibilities, which will consist generally of those described in Section 4 of the Draft RFQ;

4.2.10. for all applicable Project sponsor responsibilities, including those of the Joint Board, which will consist generally of those described in Section 5 of the Draft RFQ;

4.2.11. for the manner in which the State Street Property is to be made available to the Developer (by lease, license or otherwise) during the Project Term, as well as the manner in which the State Street Property will revert to the City upon Project Termination; and

4.2.12. for all applicable provisions described in I.C. § 5-23-3-2 to the extent not covered by the foregoing clauses.

Article 5. Project Costs; Project Funding

5.1. Project Costs Generally. The overall costs of the Project generally include (a) the Pre-Development Expenses, (b) the Project Direct Costs, and (c) the Project Indirect Costs. As more particularly provided below:

5.1.1. the Pre-Development Expenses to be paid directly by the City will be covered in the manner provided in Section 5.3.1 below;

5.1.2. all other Pre-Development Expenses, including those associated with the Infrastructure Works Package, will be covered either (a) by cash payments from the University or PRF, or (b) from draws on the TIF Support Facility and, in each case, will be either:

5.1.2.1 refinanced with the Developer and repaid to the University or to PRF, as the case may be, at Financial Close, such that an amount corresponding to such expenses will be wrapped into and financed within the availability payment structure for the Project, or

5.1.2.2 refinanced by the City through a tax-exempt bond financing to be executed during the Procurement process and thereby

reimbursed to the relevant Party at the time of the closing of such financing (the "Special Pre-Development Financing"); and

5.1.3. the University will have the right to be repaid, from Dedicated TIF 2 Revenue, the Project Indirect Costs in any availability payment period in which there is Excess TIF Revenue, all as more particularly provided in Section 5.3.4 below.

5.2. MOU Treatment of Pre-Development Expenses. Except as otherwise provided in Section 5.1 above, the Parties will continue to pay Pre-Development Expenses generally in the manner described in Section 4(a) of the MOU; provided, however, that:

5.2.1. while the City, the University and PRF will continue to track and share information about the Pre-Development Expenses and (in the case of the University) the Project Indirect Expenses incurred by them, the City and the University shall not be required to submit a quarterly invoice to each other for 50% of documented fees and expenses, as contemplated by the MOU; and

5.2.2. in addition to providing the Secretary/Treasurer of the Joint Board with documentation related to such expenses, the Parties will also provide the Disbursing Officer with such documentation.

5.3. RDC's TIF Commitments. The Parties intend to use revenue from TIF 1 and TIF 2 as the primary source of funds through which to pay for the Project, including by making scheduled availability payments and meeting other financial obligations owed with respect to the Project. Toward this end, the City, through the RDC, hereby commits the Dedicated TIF 1 Revenue and the Dedicated TIF 2 Revenue to provide funding for the Project. The RDC shall:

5.3.1. cause the Dedicated TIF 1 Revenue attributable to tax years 2015 and 2016 to be made available to the City for purposes of providing funding to pay Pre-Development Expenses to the full extent of such scheduled revenue;

5.3.2. pledge to the City, for the purpose of issuing bonds pursuant to any Special Pre-Development Financing, a sufficient amount of Dedicated TIF 1 Revenue that is necessary to cover the debt service and any related reserve with respect to such bonds;

5.3.3. pledge to the City, for the purpose of issuing the EDC Bond described in Section 5.6 below, all remaining scheduled Dedicated TIF 1 Revenue and all Dedicated TIF 2 Revenue that is necessary to make scheduled availability payments or any other payments due the Developer on the Project; and

5.3.4. ensure, in any payment period in which there is Excess TIF Revenue, that any such Excess TIF Revenue attributable to Dedicated TIF 2 Revenue is promptly distributed in the following order or priority: (a) first, and on a *pari passu* basis with each other, to the sources of any outstanding Overall Shortfall Advance; (b) second, to PRF in respect of TIF 2 Shortfall Advances and any other amounts that remain outstanding under the TIF Support Facility, and (c) finally, to the University in respect of Project Indirect Expenses that have been incurred but remain unreimbursed.

The Joint Board shall, in turn, use the Dedicated TIF 1 Revenue and Dedicated TIF 2 Revenue made available through the EDC Bond to make the scheduled availability payments and any other payments due the Developer under the PPA.

5.4. PRF's Lending Commitments. The Parties recognize that, given the recent establishment of TIF 2, the Dedicated TIF 2 Revenue will require time to accumulate. In order to provide a source of cash flow in the interim, PRF hereby commits the TIF Support Facility to serve as a form of bridge funding for the Project. PRF shall, as soon as practicable following the date hereof (but in no event later than the release of the final RFP), and subject to the execution and delivery of a reasonable and appropriate credit agreement and other line of credit documentation, make the TIF Support Facility available to the Joint Board in an aggregate principal amount not to exceed Sixty Million ($60,000,000) over the Project Term, subject to increase, upon the mutual agreement of PRF and the Joint Board, to modify the credit agreement as described in Section 2.3.

5.4.1. Outstanding balances under the TIF Support Facility will bear interest at a variable rate that will be established on June 30 of each year as provided in the terms of the PRF loan program governing the TIF Support Facility, with such rate to equal the one-year U.S. Treasury bill rate plus 250 basis points.

5.4.2. The Joint Board may make draws on the TIF Support Facility for purposes of (a) providing funding for the Pre-Development Expenses, (b) funding the inaugural availability payment, if any, (c) receiving a TIF 2 Shortfall Advance in any availability payment period in which there is a TIF 2 Shortfall, and (d) receiving one-half of an Overall Shortfall Advance in any payment period in which there is an Overall Shortfall. The documentation for the TIF Support Facility shall provide that:

5.4.2.1 any draws made thereon for the purpose of paying Pre-Development Expenses shall be either: (a) refinanced with the Developer and reimbursed to PRF at Financial Close, such that an amount corresponding to such expenses will be wrapped into and financed within the availability payment structure for the Project, or

(b) refinanced by the City and reimbursed to PRF through the Special Pre-Development Financing;

5.4.2.2 draws made thereon for the purpose of making availability payments (other than any inaugural availability payment) shall be limited to (a) the amount necessary to cover a TIF 2 Shortfall, if any, in any given payment period, and (b) the amount necessary to cover one-half of an Overall Shortfall, if any, in such a payment period; and

5.4.2.3 draws made thereon for the purpose of making availability payments (including any inaugural availability payment) or any other payments due the Developer shall, in any payment period in which there is Excess TIF Revenue, be repaid promptly in the manner provided in Section 5.3.4 above.

5.5. Budget; Affordability Cap. By virtue of the constraints imposed by the limited funding commitments described herein, the Parties will develop a Project budget that will be designed to ensure that the amount of scheduled availability payments due under the PPA with the Developer will not exceed the Affordability Cap, all as more particularly provided in Article 2. The University and PRF (through the TIF Support Facility), on the one hand, and the City and the RDC, on the other hand, shall take such actions as are necessary or appropriate to fund, on a 50/50 basis, any Overall Shortfall Advance in any payment period in which an Overall Shortfall may occur, subject to the right to recover such advances on a senior priority basis in the manner provided in Section 5.3.4 above.

5.6. EDC Bond. The City and the RDC shall, subject to such further proceedings as may be required by law, including without limitation the receipt by the Common Council of the City of a recommendation by the City's Economic Development Commission, use its best efforts to cause the City to issue an economic development revenue bond pursuant to I.C. § 36-7-12 (the "EDC Bond") for the purpose of securing the obligation to make the Dedicated TIF 1 Revenue and the Dedicated TIF 2 Revenue available to the Joint Board in order to make availability payments and other payments due the Developer on the Project. The EDC Bond (and any indenture or other document evidencing the obligations thereunder) shall provide that:

5.6.1. the RDC and the EDC bond trustee shall take all actions necessary to ensure, in any payment period in which there is Excess TIF Revenue, that any such Excess TIF Revenue attributable to Dedicated TIF 2 Revenue is distributed in the manner provided in Section 5.3.4 hereof. For the avoidance of doubt, other than an amount of Dedicated TIF 2 Revenue that, together with Dedicated TIF 1 Revenue, is necessary to cover the availability payment or any other payment due the Developer

in a given payment period, the Dedicated TIF 2 Revenue shall be subject to the following priority claims:

5.6.1.1 amounts owed to the sources of any Overall Shortfall Advances shall (on a *pari passu* basis with each other) rank senior to all other claims on Dedicated TIF 2 Revenue,

5.6.1.2 amounts owed to PRF in respect of the inaugural availability payment (if any), any TIF 2 Shortfall Advances, and any other amounts outstanding under the TIF Support Facility shall rank junior to Overall Shortfall Advances but senior to all other claims on Dedicated TIF 2 Revenue, and

5.6.1.3 amounts owed to the University in respect of Project Indirect Costs: (i) shall rank junior only to Overall Shortfall Advances, any inaugural availability payment advance, TIF 2 Shortfall Advances, and any other outstanding draws on the TIF Support Facility, and (ii) shall rank senior to all other claims on Dedicated TIF 2 Revenue.

5.6.2. The EDC Bond shall be issued by the City no later than January 31, 2016.

5.7. Special Pre-Development Financing. If the Joint Board determines, in consultation with its financial advisors during the RFP process and after taking into account the Affordability Cap, that it would be more cost efficient and desirable to refinance the Pre-Development Expenses described in Section 5.1.2 through a tax-exempt bond financing rather than through the Developer's availability payment structure, then the City and the RDC shall, subject to such further proceedings as may be required by law, use their best efforts to cause the City to issue one or more series of bonds for the purpose of raising proceeds to cover such Pre-Development Expenses. The obligation to pay amounts due on such bonds shall be secured by a pledge of Dedicated TIF 1 Revenue in an amount necessary to cover the debt service and any required reserve therefor. With respect to claims on Dedicated TIF 1 Revenue, and except as otherwise may be provided in the PPA, the Special Pre-Development Financing bond obligations will rank *pari passu* with the availability payments and other payment obligations due the Developer on the Project.

5.8. Naming Rights. Notwithstanding anything in I.C. § 36-7-4-405 to the contrary, the University and PRF shall have the right to award naming rights for one or more elements of the Project in the event the University and PRF are successful in securing donor funds therefor. The City and the RDC will cooperate with the University and PRF in obtaining all approvals necessary to grant such naming rights. The University and PRF shall consult with the Joint Board to ensure that the proposed name (including the proposed scope and location of the facility to which it is to be attached and the proposed signage therefor) comports with naming and design standards approved by the Joint Board from time to time.

Funds secured by the University or PRF in exchange for naming rights shall be for the benefit of the Project and shall be either applied to pay down outstanding balances on the TIF Support Facility or used as an alternative funding source in lieu of future draws on the TIF Support Facility.

5.9. No Federal Funds. The Parties do not intend to use federal funds for the Project.

Article 6. Development of Western Gateway District

6.1. Development Activities Anticipatory to Project Commencement. The Parties recognize that PRF has been engaged in funding and managing the planning and construction of the Infrastructure Works Package, as provided in Section 3(c) of the MOU and as more particularly described in **Exhibit 6.1** attached hereto. Together with amounts that have been advanced by the University or PRF to cover other Pre-Development Expenses (pursuant to draws on the TIF Support Facility or otherwise), the Pre-Development Expenses attributable to the Infrastructure Works Package shall be either (a) refinanced with the Developer and reimbursed at Financial Close, such that an amount corresponding to such expenses will be wrapped into and financed within the availability payment structure for the Project, or (b) refinanced by the City and reimbursed through the Special Pre-Development Financing.

6.2. Development Activities Following Project Commencement. The Parties further recognize that the successful development of the Western Gateway District, and specifically the parcels within TIF 2, is essential to grow the amount of Dedicated TIF 2 Revenue available to fund the Project. To this end:

6.2.1. PRF and the University will use their best efforts to identify opportunities for, plan, facilitate, encourage, and bring about the development of parcels owned by them within TIF 2, all in a manner consistent with any master plan they may maintain and share with the Joint Board from time to time.

6.2.2. The City and the RDC will cooperate with, and use their best efforts to support, PRF and the University in connection with any development plans that PRF and the University bring forward for parcels located within TIF 2.

Article 7. Acquisition of Property and Utility Relocation

7.1. Property Acquisition. The City shall, as necessary, utilize its powers, including eminent domain and condemnation powers, to timely acquire portions of the State Street Property not already owned by the City. Other than with respect to the University-owned parcels related to the South Campus Administrative Facilities that are to be conveyed to the City in order to complete the proposed Harrison/Williams Street connector, the City shall advance the costs of such

acquisitions as part of the Pre-Development Expenses covered by Section 5.3.1 hereof.

7.2. Utility Relocation. The Parties shall use best efforts and, where applicable, their full authority, including but not limited to any rights of condemnation and/or eminent domain, to obtain an agreement to relocate any public utilities or any other occupancies located within the State Street Property that are necessary to complete the Project, including those that may be subject to the prior public use doctrine or similar law or statute that prevents the Parties from exercising condemnation powers to obtain the property interest at issue.

Article 8. Representations and Warranties

8.1. The City makes the following representations and warranties to the other Parties:

8.1.1. The City is a political subdivision and is subject to Indiana State statute and case law.

8.1.2. The Common Council of the City has approved the execution and delivery of this Agreement by the City and authorized its performance of its obligations hereunder.

8.1.3. As of the date of this Agreement, the City is not aware of any environmental, archeological, or hazardous materials on or near the Project that require remediation.

8.1.4. The City is not aware of any pending litigation relating to the Project.

8.2. The University makes the following representations and warranties to the other Parties:

8.2.1. The University is a body corporate created by the Indiana General Assembly and a state education institution organized and governed pursuant to Indiana Code 21-23-1 and 21-2-7.

8.2.2. The Board of Trustees of the University has approved the execution and delivery of this Agreement by the University and authorized its performance of its obligations hereunder.

8.2.3. As of the date of this Agreement, the University is not aware of any environmental, archeological, or hazardous materials on or near the Project that require remediation.

8.2.4. The University is not aware of any pending litigation relating to the Project.

8.3. The RDC makes the following representations and warranties to the other Parties:

8.3.1. The RDC is the governing body of the West Lafayette Redevelopment District (the "District") pursuant to I.C. 36-7-14-1 *et seq.* (the "Act), which District is a duly constituted special taxing district validly existing under the Act.

8.3.2. The RDC has approved the execution and delivery of this Agreement by RDC and authorized its performance of its obligations hereunder.

8.3.3. As of the date of this Agreement, the RDC is not aware of any environmental, archeological, or hazardous materials on or near the Project that require remediation.

8.3.4. The RDC is not aware of any pending litigation relating to the Project.

8.4. PRF makes the following representations and warranties to the other Parties:

8.4.1. PRF is a private, nonprofit corporation established to support the University in its teaching, research and public service missions.

8.4.2. PRF's Board of Directors has approved the execution and delivery of this Agreement by PRF and authorized its performance of its obligations hereunder.

8.4.3. As of the date of this Agreement, PRF is not aware of any environmental, archeological, or hazardous materials on or near the Project that require remediation.

8.4.4. PRF is not aware of any pending litigation relating to the Project.

Article 9. Termination/Alternative Procurements

9.1. In the event that, as of March 31, 2016 or thereafter, the PPA has not been entered into with a Developer, or the Project has been cancelled or materially delayed, the Parties shall work together in good faith to consider alternative delivery options for the Project.

9.2. In the event that unexpected state, federal, local or other conditions of extraordinary significance occur that are beyond the control of one or more of the Parties, causing the Parties or any of them to believe: (a) that the Project cannot or will not proceed to completion as contemplated herein, and (b) that termination, modification, suspension, interruption or amendment of this Agreement or the PPA is necessary, then the Parties shall proceed as follows:

9.2.1. The Party seeking to invoke the provisions of this Section 9.2 shall provide written notice to the other Parties of the condition requiring action by the Parties; and

9.2.2. Within thirty (30) days after receipt of such written notice, the Parties shall meet in person and work together in good faith: (a) to address

fairly and equitably, for all Parties, the changed conditions, and (b) to the extent reasonably practicable, to identify the measures by which construction of the Project may be completed as contemplated.

Article 10. General Matters

10.1 Approval of Public Statements or Press Releases. Prior to any press release regarding the Project or the making or releasing of any other major announcements concerning the Project, the Joint Management Team shall consult with the applicable Parties to ensure that such statements are timely, accurate and do not breach any agreed upon confidentiality commitments.

10.2 Third Party Claims; State Sovereignty. Each of the Parties shall bear responsibility for its own attorneys' fees and costs incurred as a result of any third party claims arising out of or relating to the Project, unless otherwise agreed by the Parties in writing. With respect to any such third party claims, the liability of the Parties that are political subdivisions or instrumentalities of the State of Indiana shall, to the fullest extent provided by law, be limited in substance by state and federal statutes and constitutional provisions designed to protect against liability exposure of such subdivisions or instrumentalities (e.g., actions and conditions as to which such entities are covered by the Indiana Tort Claims Act, including the liability limitations thereunder, exemptions from punitive damages, sovereign immunity under the 11th Amendment, and the ability to defeat a claim by reason of contributory negligence or fault of the claimant).

10.3 Liability Between the Parties. Except to the extent set forth in this Agreement, none of the Parties shall be liable to any of the other Parties for claims and/or actions (whether alleging negligence, breach of contract, strict liability, warranty, breach of professional services or otherwise) relating to the quality, suitability, operability or condition of any design, construction, operation or maintenance of any portion of the Project, and each Party expressly disclaims any and all express or implied representations or warranties with respect thereof, including any warranties of suitability or fitness for use. The limitation of liability provided herein shall not apply to damages to the extent covered and paid for by insurance, and damages to the extent paid for by a responsible party (other than a Party to this Agreement) pursuant to applicable federal and state environmental laws.

10.4 Amendment and Assignment. This Agreement may be further amended, supplemented, or modified only by a written document executed by the Parties. With respect to non-substantive matters, any such amendment, supplement or modification may be given effect by the Parties acting through their duly authorized representatives, without the need for further action by their respective governing bodies. Except as otherwise provided herein, neither this Agreement nor any of the rights, duties, or obligations described herein shall be assigned by any Party hereto without the prior express written consent of the other Parties,

and such consent shall not be unreasonably withheld so long such assignment is consistent with the purposes of this Agreement.

10.5 Notice to Parties

As to the City:	Public Works Director Morton Community Center 222 North Chauncey St. West Lafayette, IN 47906
With a copy to:	Eric H. Burns Withered Burns LLP 8 N. 3rd Street, Suite 401 P.O. Box 499 Lafayette, Indiana 47901
As to the University:	Janice Indrutz Secretary The Trustees of Purdue University Hovde Hall, Room 203 610 Purdue Mall West Lafayette, IN 47907-2040
With a copy to:	Steven R. Schultz Legal Counsel The Trustees of Purdue University Hovde Hall, Room 203 610 Purdue Mall West Lafayette, IN 47907-2040
As to RDC:	President West Lafayette Redevelopment Commission Morton Community Center 222 North Chauncey St. West Lafayette, IN 47906
With a copy to:	Thomas L. Brooks, Jr. Mayfield and Brooks, LLC 8 N. 3rd Street, Suite 405 P.O. Box 650 Lafayette, IN 47902-0850
As to PRF:	Gregory S. Napier Director of Purdue Research Parks Kurz Purdue Technology Center 1281 Win Hentschel Blvd. West Lafayette, IN 47906

With a copy to: Brian E. Edelman
Chief Financial Officer and Treasurer
Purdue Research Foundation
Kurz Purdue Technology Center
1281 Win Hentschel Blvd.
West Lafayette, IN 47906

10.6 No Third Party Beneficiaries; State Sovereignty. This Agreement is entered into solely for the benefit of the Parties hereto and, to the extent provided herein, their respective directors, officers, employees, agents and representatives, and it does not grant any rights to any party except the Parties hereto. No provision in this Agreement shall be deemed to confer upon other persons any remedy, claim, reimbursement, cause of action or other right. Nothing in this Agreement shall be deemed to create or give rise to any right of action in, or any liability to, any third party claiming to have suffered a loss, damage or injury by virtue of any alleged failure by any Party hereto to comply with the terms of this Agreement.

10.7 Organizational Conflicts of Interest. The Joint Management Team shall establish practices designed to avoid organizational conflicts of interest. The Joint Management Team shall have the discretion to waive nonmaterial conflicts of any person or entity previously under contract with any Party to prepare preliminary plans, planning reports or other project development services with respect to the Project in order to allow such person or entity to participate on an Offeror team. Additional exceptions may be granted upon written request from such person or entity, if it is determined by the Joint Management Team that the involvement of such person or entity is in the best interest of the public and does not constitute an unfair advantage to such person or entity.

10.8 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This provision shall not be interpreted to materially alter the relationships of the Parties as set forth in this Agreement or materially affect the ability of the Parties to achieve the purpose of this Agreement.

10.9 Limitation on Recourse. No recourse shall be had for the payment or performance of any obligation or covenant in this Agreement, or for any claim against a Party to this Agreement, personally against any past, present or future director, trustee, member, officer, employee, agent or official of any of the Parties under any rule of law or equity, statute, or constitution or by the enforcement of

any assessment or penalty or otherwise, and all such personal liability is hereby expressly waived.

10.10 Entire Understanding. This Agreement sets forth the entire understanding and agreement of the Parties hereto with respect to the transactions contemplated hereby and, except insofar as specific provisions of the MOU are expressly referenced herein, supersedes any and all prior agreements, arrangements, and understandings among the Parties relating to the subject matter hereof.

10.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronically transmitted duplicate signature of any Party shall be considered to have the same binding effect as an original signature.

10.12 Non-Waiver of Rights. The failure of a Party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances.

10.13 Cooperation Among the Parties. Approvals and consents required by any Party s hall not be unreasonably withheld, conditioned or delayed.

10.14 Time is of the Essence. The times for performance provided for in this Agreement are essential due to the obligations and expenditures of the Parties. If a time is not specified, performance shall be required promptly and with due regard to the conditions of performance of other Parties in reliance thereon.

10.15 Continued Access to Consultants and Advisors. The Parties will cooperate and put such arrangements or contracts in place to ensure their continued mutual access to consultants that are deemed to be shared resources of the Project.

10.16 Term. This Agreement shall remain in full force and effect until the earlier to occur of (i) the expiration of the Project Term, or (ii) the written mutual agreement of the Parties, including without limitation any such agreement that may be reached by them in the event they are unable to identify viable alternatives for proceeding with the Project under Article 9.

10.17 Opinions. The Parties shall, in consultation with their legal and financial advisors, obtain such legal opinions with respect to the matters contemplated by this Agreement as they shall mutually deem necessary or desirable for the success of the Procurement and the Project.

10.18 Approvals. The Parties will cooperate and use their best efforts to seek and timely obtain all necessary further approvals for the Project, including any that are required from the Indiana Commission for Higher Education, the State Budget Committee and State Budget Agency, and the Governor of Indiana.

CITY OF WEST LAFAYETTE, INDIANA

Mayor

Clerk-Treasurer

CITY OF WEST LAFAYETTE
SEAL
Clerk-Treasurer
INDIANA

THE TRUSTEES OF PURDUE UNIVERSITY

By: WILLIAM E. SULLIVAN
Title: TREASURER AND CHIEF FINANCIAL OFFICER

Attest:

Assistant Secretary

WEST LAFAYETTE REDEVELOPMENT COMMISSION

President, Sally Oades

Attest:

Secretary, Steve Curtis

PURDUE RESEARCH FOUNDATION

By: Daniel J. Hasler
Title: President & Chief Entrepreneurial Officer

Attest:

Judith A. Hall
Secretary

JOINT BOARD UNDER THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WEST LAFAYETTE AND THE TRUSTEES OF PURDUE UNIVERSITY

By: DAVID M. BUCK
Title: CHAIRMAN

Attest:

Abby K. Daniels
Secretary

Exhibit A

Draft RFQ

Please see attached.

INTERLOCAL COOPERATION BOARD OF THE CITY OF WEST LAFAYETTE, INDIANA AND THE TRUSTEES OF PURDUE UNIVERSITY

REQUEST FOR QUALIFICATIONS

TO DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN

THE

STATE STREET REDEVELOPMENT PROJECT

THROUGH A

PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

Issued: May 21, 2015

SOQ Due Date: July 2, 2015

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Part A

1. DEFINITIONS

For the purposes of this Request for Qualifications, the following capitalized words and phrases shall have the meanings set forth below:

"Affiliates" shall have the meaning set forth in Part B, Volume 1, Section 10.2 hereof.

"Affiliate company" shall have the meaning set forth in Part B, Volume 2, Section C hereof.

"City" shall have the meaning set forth in Part A, Section 2.1 hereof.

"Concession" shall have the meaning set forth in Part A, Section 6.1 hereof.

"DBFOM" shall have the meaning set forth in Part A, Section 6.1 hereof.

"Developer" shall have the meaning set forth in Part A, Section 2.4 hereof.

"Eligible Surety" shall have the meaning set forth in Part A, Section 10.2 hereof.

"Eligible Financial Institution" shall have the meaning set forth in Part A, Section 10.2 hereof.

"Equity Member" shall have the meaning set forth in Part A, Section 10.2 hereof.

"Executive Summary" shall have the meaning set forth in Part B, Volume 1 hereof.

"Financially Responsible Party" shall have the meaning set forth in Part B, Volume 2, Section C hereof.

"Joint Board" shall have the meaning set forth in Part A, Section 2.1 hereof.

"Joint Management Team" shall have the meaning ascribed to such term in the Project Development Agreement.

"Key Person" shall have the meaning set forth in Part B, Volume 3, Section B hereof.

"Major Non-Equity Members" shall have the meaning set forth in Part B, Volume 1 hereof.

"Offerors" shall have the meaning set forth in Part A, Section 2.1 hereof.

"Organizational conflict of interest" shall have the meaning set forth in Part A, Section 11.3 hereof.

"Other Identified Non-Equity Member" shall have the meaning set forth in Part B, Volume 1, Section 3 hereof.

"P3s" shall have the meaning set forth in Part A, Section 2.1 hereof.

"Parent company" shall have the meaning set forth in Part B, Volume 2, Section C hereof.

"PPA" shall have the meaning set forth in Part A, Section 2.1 hereof.

"Preferred Offeror" shall have the meaning set forth in Part A, Section 8.2 hereof.

"Project" shall have the meaning set forth in Part A, Section 2.1 hereof.

"Project Development Agreement" shall have the meaning set forth in Part A, Section 6.2 hereof.

"Project Documents" shall have the meaning set forth in Part A, Section 8.5 hereof.

"Project Sponsors" shall have the meaning set forth in Part A, Section 2.5 hereof.

"Proposals" shall have the meaning set forth in Part A, Section 2.6 hereof.

"Public Records Act" shall have the meaning set forth in Part A, Section 11.2 hereof.

"RFP" shall have the meaning set forth in Part A, Section 2.3 hereof.

"RFQ" shall have the meaning set forth in Part A, Section 2.1 hereof.

"RFQ Procurement Contact" shall have the meaning set forth in Part A, Section 8.4 hereof.

"ROW" shall have the meaning set forth in Part A, Section 3.4 hereof.

"Short-Listed Offerors" shall have the meaning set forth in Part A, Section 2.6 hereof.

"SOQs" shall have the meaning set forth in Part A, Section 2.1 hereof.

"State" shall have the meaning set forth in Part A, Section 2.1 hereof.

"Statute" shall have the meaning set forth in Part A, Section 2.6 hereof.

"TIF" shall have the meaning set forth in Part A, Section 6.2 hereof.

"University" shall have the meaning set forth in Part A, Section 2.1 hereof.

"Website" shall have the meaning set forth in Part A, Section 8.4 hereof.

2. EXECUTIVE SUMMARY/INTRODUCTION

2.1. Overview of the Opportunity

The Interlocal Cooperation Board of the City of West Lafayette, Indiana and the Trustees of Purdue University (the "Joint Board"), a joint board composed of representatives of the City of West Lafayette, Indiana (the "City"), a municipality of the State of Indiana (the "State"), and The Trustee of Purdue University (the "University"), exercising the powers delegated to it by the Interlocal Cooperation Agreement, dated as March 12, 2014, between the City and the University, is pleased to present this Request for Qualifications ("RFQ") to prospective entities or groups of entities (the "Offerors") interested in submitting statements of qualifications ("SOQs") to develop, design, build, finance, operate and maintain the State Street Redevelopment Project (the "Project") through an availability payment concession pursuant to a public-private partnership agreement ("PPA"). The Project consists of several sub-components involving the construction of new roundabouts, travel lanes, bicycle paths, storm sewers, and new roadway alignments in the City. A general map of the Project is attached hereto as Exhibit B.

The Project need and delivery model rationale are driven by several factors, including, but not limited to:

- The Long Range Transportation Plan for Tippecanoe County, Indiana, includes the areas within and around the University's campus as well as the West Lafayette Village District. This adopted plan calls for a perimeter ring road to provide an alternate route for thru-traffic which thereby allows State Street to be reconfigured in a manner which safely and appropriately accommodates all modes of travel, including, but not limited to, vehicle, transit, bicycle and pedestrian, befitting of a vibrant downtown and campus environment.

- The recent construction of the U.S. 231 corridor resulted in a major relinquishment of numerous state highway routes and facilities through the City and University's campus area. These routes are now under the jurisdiction and operation of the City.

- The configuration and condition of the relinquished highways cannot serve the transportation plans and goals of the City and University in their current state. In addition, other surrounding City infrastructure is aging and also in need of repair and reconstruction in order to meet the goals of the overall transportation network.

- State Street is a main thoroughfare through the University's campus and the City, which currently operates in a manner that prioritizes vehicular traffic and operations over other modes of travel and land development. The City and the University would like to shift thru-traffic off of State Street to allow the conversion of State Street into a two-way street with improvements including, but not limited to, the following: wider sidewalks, bicycle facilities, transit

stops, connected traffic signals, street lighting, landscaping, public spaces and public art.

- The existing transportation network includes a number of one-way streets which are confusing to visitors, difficult to navigate and complicate access to businesses and parking.

- Traditional funding sources for the Project are limited and the Joint Board is seeking to partner with the private sector to optimize the capital funding plan.

- The sponsors strongly desire for the Project to be completed by December 2018 and they do not believe that other delivery models will be able to meet that deadline.

- Private sector innovation in the design, construction, and management may help the Project to be completed more quickly and efficiently, which is important given the proposed timelines.

- An availability payment structure, the source of which will primarily be TIF revenues, provides desired cost and budget certainty for the City and the University.

The Joint Board is committed to: (i) improving mobility in the City and throughout the University; and (ii) using project delivery methods that provide the overall best value to the citizens of the State, including the use of public-private partnerships ("P3s").

The Project presents an attractive opportunity for the private sector because:

- The Joint Board is highly committed to the completion of the Project and to developing a strong, long-term relationship with a Developer under a P3 delivery model;

- This is a flagship project for the City and the University and there is significant buy-in from all key stakeholders and the public to implement the Project and achieve the goals that have been set forth;

- The City and the University have laid the groundwork for a strong partnership to deliver the Project by signing a Project Development Agreement and have created an environment that is attractive to private initiatives;

- The anticipated availability payment P3 structure provides a stable platform for risk sharing with the private sector; and

- The legal authority to undertake the Project using an availability payment P3 delivery method currently exists.

2.2. Project Goals

The primary goal of the Project is to increase safety for pedestrians and drivers throughout the University and the City. In addition to this primary goal, the goals of the Project (which are listed in order of importance) include:

- Constructing new gateways into the City and the University campus that are in keeping with the intent and expectations of the City and the University;
- Providing streetscape and pedestrian amenities to enhance community and campus resident cohesiveness;
- Expanding transportation infrastructure to accommodate planned and future growth of the City and the University;
- Informing and engaging stakeholders as the Project moves forward;
- Completing construction of the Project by December 31, 2018; and
- Providing opportunities for technical innovations.

2.3. Project Description

The Project consists of eight sub-component elements involving the construction of new roundabouts, travel lanes, bicycle paths, storm sewers, and new roadway alignments. At this time, the Joint Board currently contemplates the Project will include the following project sections:

- Section 1—Reconstruction and enhancements to State Street from Marsteller Street to Tapawingo Drive, including new multi-lane roundabouts at River Road and Tapawingo Drive.
- Section 2—Reconstruction and enhancements to State Street from U.S. Highway 231 to Marsteller Street. Widening of State Street from U.S. Highway 231 to Airport Road/McCormick Road.
- Section 3—Realignment of Williams Street from Harrison Street to River Road with two (2) travel lanes in each direction, a raised median, a new signal at Grant Street, and a new roundabout and pedestrian tunnel at River Road.
- Section 4—Rehabilitation of River Road from Williams Street to Fowler Avenue.
- Section 5—One-way street conversions to two-way streets for:
    - Russell Street from State Street to Stadium Avenue;

- Waldron Street from State Street to Stadium Avenue;
- University Street from State Street to Stadium Avenue;
- Marsteller Street from Harrison Street to State Street;
- Sheetz Street from Harrison Street to State Street;
- Wood Street from Sheetz Street to Chauncey Avenue;
- Grant Street from State Street to Northwestern Avenue;
- Pierce Street from State Street to Harrison Street;
- Chauncey Avenue from Wood Street to Columbia Street;
- Vine Street from Northwestern Avenue to Fowler Avenue; and
- Northwestern Avenue from Grant Street to State Street.

- Section 6—Completion of the "Perimeter Parkway" beltway around the University campus, including:
  - Reconstruction and widening of Airport Road from U.S. 231 to State Street.
  - Reconstruction and widening of Stadium Avenue from McCormick Road to Martin Jischke Drive.
  - Reconstruction of Stadium Avenue from Martin Jischke Drive to Northwestern Avenue.
  - Reconstruction and widening of McCormick Road from State Street to Stadium Avenue including a new multi-lane roundabout at Stadium.
- Section 7—Extension of Cherry Lane on new alignment from U.S. Highway 231 to McCormick Road including a new multi-lane roundabout at McCormick.
- Section 8—New shared-use paths along the north and east side of U.S. 231 from Airport Road to River Road. New shared-use paths along Martin Jischke Drive from U.S. 231 to Harrison Street.

More detailed descriptions will be set forth in the Request for Proposals ("RFP") and draft PPA.

2.4. Procurement Model

It is anticipated that the selected private-sector partner ("Developer") will develop, design, construct, finance, operate and maintain the Project in return for periodic availability payments.

The details of this procurement model are discussed in more detail later in this RFQ.

2.5. Procuring Agency, Key Stakeholders

The Joint Board will be the procuring agency for the Project. The Joint Board will work closely with the City and the University, and together they may be referred to as the "Project Sponsors".

As the entities responsible for the planning and development of the local highways, streets, and roads in the City and on the University campus, the City and the University will work closely with the Joint Board to assist with the procurement of the Project and oversee the work of the Developer in the development, design, construction, operation and maintenance of the Project. The procurement roles of the City and the University include, but are not limited to, development of the technical specifications for the RFP and supporting the evaluation of the SOQs and Proposals, as defined in this Part A, Section 2.6. Additional information regarding the City's and the University's role in the Project shall be set forth in the RFP.

The Joint Board is a group of officials and representatives from the City and the University, whose goal, *inter alia*, is to ensure the safety, sustainability, economic development and well-being of the people living in, working in, or visiting the City, and the students, faculty, alumni and staff of the University.

The Project will enable the Project Sponsors to better fulfill their goals and responsibilities.

2.6. Procurement Process

Pursuant to Ind. Code § 5-23 et seq., as amended (the "Statute"), the Joint Board is authorized to solicit requests for proposals, to conduct discussions with Offerors to clarify their proposals, to have eligible Offerors revise their proposals and to negotiate the best and final offers with responsible Offerors who submit proposals that the Joint Board determines to be reasonably susceptible of being selected for award of the PPA.

Pursuant to this authority and in accordance with the process described in this RFQ, the Joint Board intends to select a Developer to enter into a PPA with the Joint Board. The selection of the Developer will be based on the Joint Board's evaluation of the factors and criteria described in Part A, Section 10, herein, and as may be further detailed in the subsequent RFP and in accordance with the process described in this RFQ.

Following submission of the SOQs, the Joint Board reserves the right to conduct discussions with one or more of the Offerors to clarify their SOQs and to understand and evaluate them in accordance with the process set forth herein. The Joint Board intends, but

is not bound, to select a group of Offerors ("Short-Listed Offerors") that are determined, based on a review and evaluation of the SOQs as set forth herein, to be responsible Offerors that are qualified to be selected for award of the PPA. The Short-Listed Offerors will be selected based on the Joint Board's evaluation of the SOQs using the factors and criteria described in Part A, Section 10. The process of selecting Short-Listed Offerors is described in Part A. Section 10.

The Joint Board intends to negotiate and award a PPA with one of the Short-Listed Offerors. This process will involve the Joint Board issuing to the Short-Listed Offerors the RFP pursuant to which the Joint Board will solicit additional information to be evaluated under the criteria that will be described in the RFP. The Joint Board may discuss the RFP with the Short-Listed Offerors during this process and solicit and negotiate the best and final offers. After the Short-Listed Offerors have submitted their respective proposals and, if applicable, best and final offers ("Proposals"), the Joint Board will evaluate the Proposals based on the criteria described in this Part A, Section 10 as the same may be further detailed in the RFP.

It is anticipated that the selected Offeror will enter into, or will form a single purpose entity to enter into, a PPA with the Joint Board. Developer will become the Joint Board's private partner for the Project and develop, design, build, finance, operate and maintain the Project in exchange for periodic availability payments.

2.7. RFQ and Overall Procurement Schedule

Issue Request for Qualifications	May 21, 2015
Deadline for questions regarding the RFQ and any addenda	June 12, 2015
Deadline for responses to questions regarding the RFQ	June 19, 2015
SOQ Due Date	July 2, 2015
Anticipated Announcement of Short-Listed Offerors	July 24, 2015
Following announcement of the Short-Listed Offerors, as of the date of this RFQ, the Joint Board anticipates the following procurement activities and schedule:	
Circulate Draft of RFP to Short-Listed Offerors	July 2015
Issue final RFP	September 2015

Proposal Due Date	December 2015
Announcement of Preferred Offeror	January 2016
Award and execution of PPA (Commercial Close)	February 2016
Commencement of Construction of Project	Second Quarter 2016
Anticipated Substantial Completion of Project	On or before December 31, 2018

This schedule is subject to modification at the sole discretion of the Joint Board. Offerors will be notified of any change in the schedule for the RFQ phase by an addendum to this RFQ.

3. THE PROJECT

3.1. Environmental

The Project does not require an Environmental Impact Statement. Other environmental studies for the Project are ongoing. It is important to note that, at this time, the proposed Project remains in the environmental process. Final environmental approvals and related requirements have not yet been secured. Additional alternatives, including a no-build alternative, are always considered in the environmental process, and it is possible that the Project scope may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Nothing contained in this RFQ, including any description of the Project, is intended to modify, limit or otherwise constrain the environmental process or commit the Joint Board or any other entity to undertake any action with respect to the Project, including any procurement for the final design and construction of the Project.

3.2. Design

Preliminary design is underway at the present time. The Joint Board intends to issue 25% design documents with the RFP.

3.3. Permitting

The RFP will provide further details regarding permits and allocation of responsibility for securing them.

3.4. ROW and Site Acquisition

The majority of right-of-way ("ROW") for the Project is already controlled and/or managed by one or more of the Project Sponsors and will be made available for the Project. A relatively small number of additional parcels remain to be acquired as of the date of this RFQ. The party responsible for acquiring these additional ROW parcels for the Project is more specifically described in this Part A, Section 5.1.

3.5. Site Conditions

3.5.1. Pavement Conditions

Pavement investigations are underway. The Joint Board will provide all available pavement information with the RFP.

3.5.2. Geotechnical

The Joint Board has already performed certain geotechnical investigation work for the Project and certain historical geotechnical investigation work exists for the Project corridor. Such work includes activities conducted on environmental resources. Additional geotechnical investigation work by the Joint Board is currently under way. The Joint Board will make such historical and new information available to Short-Listed Offerors.

To the extent that any prospective Offeror desires additional geotechnical investigation prior to submittal of its Proposal, then such Offeror will need to coordinate with the Project Sponsors prior to conducting any investigation. The Project Sponsors may decide to perform additional geotechnical investigation based on input received from Short-Listed Offerors during the draft RFP process.

3.5.3. Utilities

The Joint Board has certain historical utility information for the Project and will make such information available to Short-Listed Offerors. The Joint Board is also currently undertaking additional utility investigation work which also will be made available to Short-Listed Offerors.

3.5.4. Hazardous Materials

The Joint Board has certain hazardous materials information for the Project and will make such information available to Short-Listed Offerors. The Joint Board is also currently undertaking additional hazardous materials investigation work which also will be made available to Short-Listed Offerors. At this time, no material hazardous materials issues have been identified in the Project footprint.

3.6. Third Parties

3.6.1. Governmental Agencies, Key Stakeholders Coordination

Key stakeholders include the Joint Board, the City and the University, and it is anticipated that the Developer will play an active role in coordinating with these and other stakeholders. Other key stakeholders include, but are not limited to, Citybus, INDOT, Purdue Research Foundation, West Lafayette Redevelopment Commission, City of Lafayette, Tippecanoe County, University student community, University athletic department and other auxiliary units, citizen groups in the City, University and City public safety and emergency responder groups and local business groups. The RFP will set forth the parties' respective obligations for coordination with all governmental agencies and third-party stakeholders.

3.6.2. Other Due Diligence Activities

The Joint Board is assessing if any additional information regarding site conditions or other due diligence beyond that which is provided in this Part A will be provided. The Short-Listed Offerors may, during the RFP process, be asked to provide input on this topic; however, the Joint Board is under no obligation to provide such additional information.

4. DEVELOPER RESPONSIBILITIES

4.1. Permitting

Developer will generally be responsible for continuing to advance, obtain and maintain (including preparation of permit applications) all pending permits and obtain and maintain all other necessary regulatory, environmental, building and other permits (including any permit modifications) to develop, design, construct, finance, operate and maintain the Project. Developer's responsibilities will include, but not be limited to, complying with all permit conditions included in any approvals, authorizations, determinations and conditional permits. Developer will finalize all permit applications based on its proposed design and obtain final permits from the permitting agencies, including taking responsibility for any changes in permits and permit conditions arising out of the Developer's design. The Joint Board will support the Developer in coordination with environmental regulatory and permitting agencies. Except as otherwise required by law or set forth in the PPA, it is anticipated that the City or the University, as designated and approved by the Joint Board, will be the permittee on Project permits.

The RFP will provide further details regarding permits and allocation of responsibilities for securing them.

4.2. Utility Companies

Developer will be responsible for coordinating with utility owners, obtaining utility agreements and complying with such utility agreements during both the RFP process, as required, and during the term of the PPA. Developer will be responsible for performing or causing certain necessary utility relocations/adjustments to be performed in accordance with applicable standards and laws and for the costs associated with utility relocations/adjustments, except to the extent the utilities are legally responsible for such costs or the Joint Board expressly retains such responsibilities in accordance with the PPA.

The RFP will provide further details regarding utility relocations/adjustments and the responsibilities therefor.

4.3. Operations and Maintenance; Warranties

Developer will be responsible for performing operations and capital/life cycle maintenance for the Project, which specific maintenance responsibilities shall be set forth in the RFP. Developer's design-builder may also be required to provide a warranty of the design and construction work for portions of the Project for a period specified in the PPA and parent guaranties and warranty bonds from the design-build contractor may be required to support the design-builder's obligations with respect to such warranties and work relating to such portions. Additional details regarding the Developer's operations and maintenance responsibilities, as well as the obligations of the design-build contractor shall be set forth in the RFP.

4.4. Developer's General Responsibilities

The Joint Board currently anticipates that the general scope of Developer's responsibilities under the PPA will be as follows:

(a) Design: Developer will be responsible for certain portions of the design for the Project, which must comply with the technical provisions provided and approved by the Joint Board as well as all applicable laws and regulations.

(b) Local Involvement: Developer will make certain efforts to involve and incorporate local businesses that will assist in the completion of the Project, which efforts will be more fully described in the RFP.

(c) Professional Services: Developer will be required to provide all professional services necessary to implement the Project, which will be more fully described in the RFP.

(d) Construction: Developer will be responsible for construction and commissioning of the Project.

(e) Permits/Approvals: Developer will be responsible for obtaining all permits and approvals necessary for construction of the Project, excluding certain approvals that the PPA will expressly indicate will be obtained by any of the Project Sponsors.

(f) Finance: Developer will be required to provide the financing necessary for the Project, including any required debt and equity. Offerors should be aware that the Joint Board is considering offering stapled debt financing for the Project. Such financing, if offered, could be used at the discretion of the Developer, but would not be required. Further details relating to this potential financing option will be described in addenda to the RFQ and/or the RFP.

(g) Operations and Lifecycle Maintenance: Developer will be responsible during the term of the PPA for performing certain operations and lifecycle maintenance, repairs and capital replacement necessary to sustain the Project to the level of operation described in the technical provisions. The Joint Board, University and/or City will be responsible for other routine maintenance, which will be more fully described in the RFP.

(h) Handback: Developer will be responsible for ensuring that the Project is returned to the Joint Board following the completion of the term of the PPA in the condition specified in the technical provisions.

(i) Security: Developer will be responsible for work site security and for control, protection, and public safety of pedestrians and traffic within or around any construction zone associated with or related to the Project.

5. PROJECT SPONSOR RESONSIBILITIES

5.1. ROW and Site Acquisition

The majority of ROW for the Project is already controlled and/or managed by one or more of the Project Sponsors and will be made available for the Project. A small number of additional parcels remain to be acquired as of the date of this RFQ. The Joint Board anticipates that the City or the University, to the extent the Joint Board deems necessary, will commence ROW acquisition for the remainder of the Project and that portions of the ROW will be acquired (or access rights obtained) prior to award of the PPA. To the extent that ROW has not been acquired prior to award, it is currently anticipated that the PPA will include a schedule that will set forth when specific parcels will be available to Developer.

The site for the Project has been acquired for a substantial portion of the Project as of the date of this RFQ. The Joint Board anticipates that the City or the University will complete acquisition of fee or leasehold rights in the site for the Project and that such acquisition will occur prior to award of the PPA.

5.2. Utility Companies

The Joint Board intends to initiate coordination with affected utilities during the RFP process. As set forth in this Part A, Section 4.2, Developer will be primarily responsible for addressing utility issues during both the RFP process, as required, and during the term of the PPA, except to the extent the Joint Board expressly retains such responsibilities in accordance with the PPA.

The RFP will provide further details regarding utility relocations/adjustments and the responsibilities therefor.

5.3. Design and Construction Standards

The Joint Board anticipates including in the RFP a set of project-specific standards and specifications, as well as a baseline project definition and configuration. The RFP may permit Short-Listed Offerors to propose, for the Joint Board's consideration, alternative technical concepts, exceptions and deviations from certain of these standards and requirements. The alternative technical concept process, including any constraints or parameters on potential submissions, shall be set forth in the RFP. All requests for deviations shall follow the requirements set forth in the RFP and the PPA.

6. PROJECT FINANCING

6.1. Availability Approach

The Joint Board intends to procure and deliver the Project under a design-build-finance-operate-maintain ("DBFOM" or "concession") model, with an availability payment structure. The anticipated availability payment concession structure will, among other things, obligate Developer to (i) design and construct the Project; (ii) invest and provide project financing; (iii) perform certain operations and maintenance of the Project per agreed performance specifications; and (iv) hand back the Project in agreed condition. In return, the PPA will grant Developer the right to receive payments according to the agreed schedule for a period of approximately twenty-two (22) years after substantial completion of the Project (which will include, among other things, that the Project is available for use) under the terms and conditions specified by the Joint Board in the PPA.

Notwithstanding anything to the contrary in this RFQ, the Joint Board reserves the right to revise the scope of this procurement and the delivery model.

6.2. Availability Payment Structure

The availability payment concession structure for the PPA is intended to include the following features:

- The City and the University, together with the West Lafayette Redevelopment Commission, the Purdue Research Foundation and the Joint Board, have entered into a project development agreement (the "Project Development Agreement"), which provides that the Joint Board will be vested with the responsibility for overseeing the delivery of the Project as the "governing body" under the Statute. In this capacity, the Joint Board will be the primary Project sponsor and the counterparty to the eventual Developer under the PPA. The Joint Board will have the right, through an economic development revenue bond issued by the City, to receive certain revenues from tax increment ("TIF") districts of the City's Redevelopment District for the purpose of making availability payments under the PPA. Certain of the Joint Board's payment obligations will be backstopped under specified conditions by a fully-funded liquidity facility that will be made available to the Joint Board by the Purdue Research Foundation for the Project's benefit. A true and correct copy of the Project Development Agreement is available on, and can be accessed at, the Website.

- The Joint Board will undertake the obligation to make availability payments to the Developer according to the agreed schedule for a period of years prescribed in the PPA after substantial completion and after the Project is opened to traffic, under the terms and conditions specified in the PPA.

- The availability payments will be subject to reduction according to objective criteria and a formula for impermissible closures of the Project, for other

specified unavailability events or for failure by Developer to meet specific performance requirements and standards.

7. NATURE OF THE AGREEMENT/CONTRACTUAL RELATIONSHIP

7.1. Overview/Availability Payment P3 Agreement

The Joint Board intends to enter into a PPA for the development, design, construction, finance, operation and maintenance of the Project as further described in this Part A, Section 6.1.

7.2. Disadvantaged Business Enterprise and Local Business Requirements

The Joint Board is interested in achieving appropriate levels of participation by minority-, woman-, veteran- and disability-owned businesses and local businesses throughout the development, design and construction of the Project. The Joint Board may require Developer to meet certain goals, which will be included in the RFP, or to demonstrate its good faith efforts to do so in connection with the Project's development, design and construction regarding the incorporation of a certain percentage of minority-, woman-, veteran- and disability-owned businesses and local businesses on the Developer's team for the Project.

The Joint Board may impose periodic reporting requirements to monitor Developer efforts and the actual levels of MBE, WBE, VBE, DOBE, and local business participation during the development, design and construction of the Project.

In responding to the RFQ, an Offeror need not include team members to satisfy participation goals and, unless any such firm(s) is identified as an Equity Member or Major Non-Equity Member, Offerors shall not enter into any exclusivity agreements with any MBE/WBE/VBE/DOBE firms or individuals during the RFQ phase. Information outlining the specific goals for the Project will be included in the RFP. It is currently anticipated that each Short-Listed Offeror will, as part of its Proposal, list any eligible entities on its team as of the Proposal due date, as well as provide a performance plan on how it intends to meet the goals during the development, design and construction of the Project. Additional creative efforts to expand inclusion of other eligible firms and workers shall be encouraged.

7.3. Performance Security, Insurance and Indemnity

The Joint Board anticipates that the PPA will require Developer and/or its lead contractor (i.e., Developer's team member with primary responsibility for construction of the Project; and if the lead contractor is a joint venture or other multi-party entity, then all members of such entity) to provide both payment and performance security and insurance coverage in connection with the construction work, and to indemnify, defend and hold the Project Sponsors and related entities and persons harmless against third party and other claims as specified in the PPA. Specific requirements for the performance security (including the acceptable form and amounts thereof), insurance and indemnification will be set forth in the RFP and the PPA. The Joint Board does not have the authority to provide a general indemnification to Developer.

8. DESCRIPTION OF PROCUREMENT PROCESS

8.1. Statutory Authority

The Joint Board is issuing this RFQ in accordance with the provisions of the Statute and other applicable provisions of law.

8.2. Overall Process

Pursuant to the Statute, the Joint Board is authorized to solicit requests for proposals, to conduct discussions with Offerors to clarify their proposals, to have eligible Offerors revise their proposals and to negotiate best and final offers with responsible Offerors who submit proposals that the Joint Board determines to be reasonably susceptible of being selected for award of the PPA. The Joint Board will evaluate the SOQs it receives in response to this RFQ and will select, according to criteria generally outlined herein, the Short-Listed Offerors eligible to respond to the RFP.

Following the selection of Short-Listed Offerors, the Joint Board anticipates releasing a draft RFP for review and comment by the Short-Listed Offerors, including a scope of work. The Joint Board will schedule one or more one-on-one or group meetings to discuss issues and comments identified by the Short-Listed Offerors. Specific details concerning the draft RFP process will be made available to the Short-Listed Offerors following the announcement of the short-list.

The draft RFP process will include disclosure of materials and communications with the Joint Board that are confidential in nature and Short-Listed Offerors will be required to execute a confidentiality agreement, the form of which will be provided following short-listing.

After consideration of industry input, the Joint Board intends to issue a final RFP to the Short-Listed Offerors. Additional one-on-one meetings are currently contemplated after such issuance. Questions that arise after the issuance of the final RFP may be addressed in the form of addenda.

Following receipt and evaluation of Proposals, the Joint Board may select a Short-Listed Offeror ("Preferred Offeror"), based on the evaluation criteria set forth in this Part A, Section 10.7, as such criteria may be further refined or described in the RFP, to negotiate and finalize the PPA for award and execution. The Joint Board currently contemplates that a best value evaluation process will be utilized to evaluate Proposals.

The RFP shall set forth the Joint Board's rights and remedies if the Joint Board is unable to finalize the terms and conditions of the PPA with the Preferred Offeror, the Preferred Offeror elects not to execute the PPA or any other condition to execution of the PPA with the Preferred Offeror is not satisfied, which may include, without limitation, that the Joint Board may select the next highest rated Short-Listed Offeror(s) in succession to finalize the PPA for award and execution. Alternatively, the Joint Board may, at any time, terminate the procurement. The Joint Board further reserves any and all rights set forth in the Statute and any other applicable statutes and procedures.

8.3. Payment for Work Product

The Joint Board will offer to pay a stipend for work product in the amount of $350,000.00 to each unsuccessful Short-Listed Offeror that submits a fully compliant, responsive and timely Proposal in exchange for ownership of the Proposal's work product and ideas within.

Payment of such stipend shall be provided in return for the transfer and assignment to the Joint Board of rights to intellectual property, ideas, techniques, concepts and approaches included in the unsuccessful Short-Listed Offeror's Proposal, and the Joint Board reserves the right to use such property, ideas, techniques and approaches in connection with a PPA awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Short-Listed Offeror. The payment for work product shall be paid to eligible Short-Listed Offerors within ninety (90) calendar days after the execution of the PPA or the decision not to award. Additional details about the stipend, and specific provisions regarding payment of the stipulated amount, will be included in the RFP.

No other payment shall be made in connection with this RFQ, and no payment will be made to Offerors that are not short-listed, fail to submit responsive Proposals by the Proposal Due Date or are disqualified from the process prior to award.

8.4. Questions and Requests for Clarification; Addenda

In order to facilitate receipt, processing, and response, Offerors must submit all questions and requests for clarification in writing to the RFQ Procurement Contact, as defined in this Part A, Section 8.4, by the deadline listed in this Part A, Section 2.7 at the following address:

Don R. Petersen
Member of the Joint Management Team
Freehafer Hall of Administrative Services
401 S. Grant St.
West Lafayette, Indiana 47907
drpeter@purdue.edu

Offerors are encouraged to submit questions and requests for clarification as early as possible rather than wait until the deadline listed in this Part A, Section 2.7.

The RFQ Procurement Contact, or a designee thereof, will send a confirmation email within forty-eight (48) hours of receipt of any emailed question and/or request for clarification relating to the Project to the Offeror with the question and/or request for clarification. If such Offeror does not receive a confirmation email, then the Offeror must mail a hard copy of the question and/or request for clarification to the RFQ Procurement Contact. Offerors are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project.

Questions and comments, including requests for clarification or interpretation, shall: (i) be sequentially numbered; (ii) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the request for clarification shall so note); (iii) not identify Offeror's identity in the body of the question and (iv) conspicuously identify whether Offeror views its question or comment as confidential or proprietary in nature.

The Joint Board will provide responses to Offeror clarification requests within a reasonable time following receipt, subject to the deadlines set forth in this Part A, Section 2.7. The Joint Board will post responses to those questions of general application and requests for clarifications which the Joint Board deems to be material and not adequately addressed in previously provided documents on http://www.statestreetwl.com (the "Website").

No telephone or oral requests will be considered. No requests for additional information or clarification to any person other than the RFQ Procurement Contact will be considered. Questions from an Offeror should be submitted only by a single representative of that Offeror, and must include the requestor's name, address, telephone and e-mail, and Offeror that he/she represents.

The questions and the Joint Board's responses will be in writing and will be posted to all Offerors, except that the Joint Board intends to respond individually to those questions identified by an Offeror and deemed by the Joint Board as containing confidential or proprietary information relating to Offeror's SOQ. The Joint Board reserves the right to disagree with Offeror's assessment regarding confidentiality or proprietary nature of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, the Joint Board will inform Offerors and may allow Offeror to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if the Joint Board determines that it is appropriate to provide a general response, the Joint Board will modify the question to remove information that the Joint Board determines is confidential. The Joint Board may rephrase questions as it deems appropriate and may consolidate similar questions. The Joint Board may also create and answer questions independent of Offerors. The Joint Board contemplates issuing multiple sets of responses at different times during the procurement process.

The Joint Board reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the SOQ Due Date and will post any addenda on the Website. In issuing an addendum shortly before the SOQ Due Date, the Joint Board will consider whether an extension of the SOQ Due Date is warranted. Any addenda will be posted on the Website.

Offerors should monitor the Website for information concerning this procurement and will be required to acknowledge in their transmittal letter (Part C, Form A) that they had access to all relevant materials posted thereon.

8.5. Project Documents

The Joint Board has assembled certain documents relating to the Project (the "Project Documents") which are available to Offerors. The Project Documents may be accessed at the

Website. It is anticipated that additional Project Documents will be made available to Short-Listed Offerors. Except as otherwise specifically provided, the Joint Board makes no representation or warranty as to the completeness of the list of available documents on the websites or the accuracy, utility, completeness or relevance of any document contained thereon.

9. SOQ CONTENT AND SUBMITTAL REQUIREMENTS

9.1. General

The Joint Board expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow the Joint Board to evaluate Offerors based on the criteria set forth herein.

Subject to Part B, Volume 2, Section A, subsection d, SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and cost terms in United States of America dollar denominations.

9.2. Format

Each responding Offeror shall submit one (1) original and ten (10) copies of Volumes 1, 2 and 3 of its SOQ given the following parameters:

i. Each separate copy of a Volume shall be bound in its own loose-leaf three-ring binder (e.g., there should be one binder for the original of Volume 1, one binder for the original of Volume 2, and one binder for the original of Volume 3);

ii. Each three-ring binder must be clearly marked on the face and spine of the binder with the following information:

   a. Name of Offeror;

   b. Volume number;

   c. Whether the document therein is the original or a copy;

   d. If the document therein is a copy, the number of the copy (i.e., one through ten); and

   e. If the documents therein contain financial information, the term "Financial Information";

iii. All documents in Volumes 1, 2 and 3 shall be prepared on 8-1/2" x 11" sized white paper[1];

iv. All documents in Volumes 1, 2 and 3 shall be double-sided if possible;

v. All documents in Volumes 1, 2 and 3 may be single-spaced;

[1] 11" x 17" pages are allowed (and shall be included in the page count if contained in Volume 1) for **Form E**, **Form F**, **Form G**, schematics, organizational charts, other drawings or schedules, but not for narrative text.

vi. All documents in Volume 1 shall use twelve-point font size or larger[2];

vii. Volumes 1 and 2 shall have all pages sequentially numbered, with the exception that the Surety/Financial Institution letter(s) need not be sequentially numbered;

viii. The original and one (1) copy of Volume 2 shall contain original financial statement information for entities for which audited financial statements are prepared in a language other than English, but copy numbers two (2) to eight (8) need only contain the English language translation of such audited financial statements;

ix. Volume 1 shall not exceed forty (40) pages,[3] noting that the following do not count toward this 40-page limitation:

a. **Form A** and any letters required to be appended to **Form A**;

b. **Form B**;

c. the Executive Summary;

d. the Confidential Contents Index;

e. the disclosures provided in response to Part B, Volume 1, Sections 10.1, 10.2 and 10.3 (each of which should be provided in an appendix to Volume 1); and

f. teaming agreements and summaries of teaming agreement key terms;

x. Except for resume page limits, Volumes 2 and 3 (as described in Part B) do not have page limitation requirements; and

xi. all binders shall be contained in one or more durable, sealed containers.

Standard corporate brochures, awards, licenses and marketing materials shall not be included in a SOQ, although proof of license in good standing will be required as a condition to award for licensed professionals proposed by Offeror to work on the Project (where the roles proposed for such individuals require licensing).

[2] The font size in organizational charts, graphics and tables in Volume 1 (including **Form E** and **Form F**) may be ten-point so long as the organizational charts, graphics and tables are legible without magnification when printed full size.

[3] Each printed side shall be considered one page.

9.2.1. Electronic SOQ Submittal

In addition to the hard copy SOQ submittal described in Part A, Section 9.2, each responding Offeror must submit an electronic copy (in CDs/DVDs or USB flash drive) of the SOQ in searchable and printable Portable Document Format (.pdf) (except that original executed letters need not be searchable). The ".pdf" submissions must be organized to correspond to the "tab" requirements set forth in this Part A, Section 9.3 below. Offeror may elect to "index" the ".pdf" submission or provide a series of discrete ".pdf" files, named so as to correspond to the "tab" requirements set forth in this Part A, Section 9.3 below. Offeror's "flash drive" or CDROM, or other physical conveyance of its electronic submission, must be appended to Offeror's "Original."

9.3. Contents and Organization

Offerors must organize their SOQ in the order set forth in Part B. If an Offeror elects to include material in addition to the information specifically requested, Offeror shall append that material to the end of the most appropriate defined section of the outline. Additional material is subject to any applicable page limitation. Each volume may be subdivided as needed, so long as Offerors "tab" the content of their SOQ to correspond to the volume, section, and subsection order and numbering system shown in Exhibit A.

9.4. SOQ Submittal Requirements

All packages constituting the SOQ shall be individually and clearly labeled with the name of Offeror and additionally labeled as follows:

Request for Qualifications
Response to the Request for Qualifications to
Design, Build, Finance, Operate and Maintain
the State Street Redevelopment Project
through a Public-Private Partnership Agreement

SOQs shall be delivered by hand or express mail courier to the Joint Board at the address identified below.

City of West Lafayette
Clerk-Treasurer of West Lafayette
711 West Navajo Street
West Lafayette, Indiana 47906

The Joint Board will not accept facsimile or e-mail submission of SOQs.

Acknowledgment of receipt of SOQs will be evidenced by the issuance of a receipt by the RFQ Procurement Contact or his/her designee.

SOQs must be submitted by 3:00 p.m. prevailing Eastern Time on the SOQ Due Date specified in this Part A, Section 2.7. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by the Joint Board during normal business hours up to the SOQ Due Date and time specified.

Offerors are solely responsible for assuring that the Joint Board receives their SOQs by the specified delivery date and time at the address listed above. The Joint Board shall not be responsible for any delays in delivery beyond the control of the Joint Board, including those caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences.

10. EVALUATION PROCESS AND CRITERIA

10.1. Responsiveness

Each SOQ will be reviewed for (a) the responsiveness of the Offeror to the requirements set forth in this RFQ, (b) conformance to the RFQ instructions regarding organization and format, and (c) minor nonconformities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the SOQ. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Offeror will be notified. The Joint Board may also exclude from consideration any Offeror whose SOQ contains a material misrepresentation.

10.2. Pass/Fail Review

Following or in conjunction with evaluation of each SOQ for responsiveness, the Joint Board will evaluate each SOQ based upon the following pass/fail criteria. An Offeror must obtain a "pass" on all pass/fail items in order for its SOQ to be evaluated qualitatively under Part A, Section 10.3.

(a) The SOQ contains an original executed transmittal letter as required in Part B, Volume 1.

(b) Offeror or lead contractor is capable of obtaining (i) a payment bond or bonds in the amount of $75 million from an Eligible Surety, and (ii) a performance bond or bonds in the amount of $75 million from an Eligible Surety. As used herein, an "Eligible Surety" is a bonding surety licensed in the State, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (found at www.fms.treas.gov/c570/c570.html), rated "A" or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's Ratings Group) or rated least A-, X or higher according to A.M. Best's Financial Strength Rating and Financial Size.

(c) Neither Offeror nor any other entity that has submitted **Form C** as required by this RFQ is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or any state government.

(d) Offeror, Equity Members and the lead contractor (and if the lead contractor is a joint venture, consortium, partnership or other multi-party entity, then all members of the lead contractor in the aggregate) have the financial capability to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in Volume 2 and Volume 3, Section B of the SOQ. An "Equity Member" means (i) each entity with a direct equity interest in Offeror (whether as a member, partner, shareholder, joint venture member or otherwise) and (ii) each entity proposed to have a direct equity interest in Offeror. The evaluation will take into account the following considerations both currently as well as over the last three years, as appropriate:

- Profitability
- Capital structure

- Ability to service existing debt
- Ability to invest equity
- Other commitments and contingencies

(e) Offeror team has the development, design, construction, operations, and maintenance capabilities and capacity to carry out the Project responsibilities as identified in Part A, Section 2.3.

(f) The information disclosed in **Form C** and/or in response to Part B, Volume 1, Section 10 does not, in the Joint Board's determination, materially adversely affect Offeror's ability to carry out the Project responsibilities potentially allocated to it in the PPA.

(g) Offeror makes the express, written commitments as required in Part B, Volume 3, Section B.

10.3. Qualifications Evaluation Criteria and Weighting

Each responsive SOQ passing all of the "pass/fail" requirements set forth above will be evaluated and scored according to the Offeror's structure and experience.

The structure of Offeror team and the background and experience of Offeror, individual team members, and key personnel with developing, designing, constructing, financing, operating and maintaining comparable projects, and their specific experience with availability payment concessions will be evaluated in accordance with the following criteria:

(a) The extent and depth of the experience of Offeror and its individual team members with comparable projects, project delivery methods, and responsibilities as are anticipated to be within Developer's scope of work at a weight of 50%;

(b) The extent and depth of experience of the management team and key personnel listed as required by Part B, Volume 3, Section B with comparable projects, project delivery methods and personnel roles as are anticipated to be within Developer's scope of work at a weight of 30%; and

(c) The stability, strength and likelihood of success of the Offeror's proposed management structure and team at a weight of 20%.

Project information and personnel references, as well as the information provided in response to Part B, Volume 1, Sections 10, 10.1, 10.2 and 10.3 and Part B, Volume 3, Section A, will be used, as deemed appropriate by the Joint Board, to assist in the evaluation of Offeror structure and experience category.

10.4. SOQ Evaluation Procedure

The Joint Board anticipates utilizing one or more committees to review and evaluate the SOQs in accordance with the above criteria. At various times during the deliberations,

the Joint Board may request additional information or clarification from Offeror or may request Offeror to verify or certify certain aspects of its SOQ. The scope, length and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the discretion of the Joint Board. The Joint Board may also schedule interviews with one or more Offeror on a one-on-one basis, for the purpose of enhancing the Joint Board's understanding of the SOQs and obtaining clarifications of the materials contained in the SOQs. The Joint Board may contact firm and personnel references supplied by Offeror as well as other potential references not listed, including internal personnel of the Project Sponsors.

At the conclusion of this process, Offeror may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, follow-up interviews may be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to include the clarifications and additional information.

Evaluations of SOQs are subject to the sole discretion of the Joint Board and its staff, with assistance from professional and other advisors as the Joint Board may designate. The Joint Board will make the final determinations of the Short-Listed Offerors, as it deems appropriate, in its sole discretion, and in the best interests of the Project, the City and the University.

Each Offeror will be notified in writing via e-mail and a hard copy letter whether or not it has been selected for the short-list.

10.5. Changes in Offeror Organization

Subject to the limitations herein, the Joint Board may permit Short-Listed Offerors to add, delete or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of interest or renders Offeror team, in the Joint Board's sole determination, less qualified to develop the Project. Notwithstanding the foregoing, following submittal of the SOQs, the following actions may not be undertaken without the Joint Board's prior written consent:

(a) Deletion, substitution or change in composition of a Short-Listed Offeror team member identified in its SOQ or a change in the role or scope of work of a team member;

(b) Deletion or substitution of personnel identified in Volume 3, Section B of its SOQ or a change in the role or position of such personnel;

(c) Deletion or substitution of an Equity Member of a Short-Listed Offeror, a guarantor of an Equity Member or Short-Listed Offeror or any other Financially Responsible Party; and

(d) Other changes, direct or indirect in the equity ownership of a Short-Listed Offeror (excluding changes resulting from public trading of stock).

10.6. RFP Procedure and Evaluation

Short-Listed Offerors are advised that the evaluation criteria and weightings for the evaluation of the Proposals may include the following:

(a) The annual availability payment proposed by the Short-Listed Offeror;

(b) Financial feasibility and commitment of the Short-Listed Offeror's financial proposal;

(c) The Short-listed Offeror's preliminary project management plan and approach;

(d) The Short-listed Offeror's preliminary design-build plan and approach; and

(e) The Short-listed Offeror's preliminary operations and maintenance plan and approach.

The evaluation criteria described in clause (a) may have the greatest relative weight over all other evaluation factors.

Further details relating to the above evaluation criteria will be described in the RFP.

In addition, the scores and evaluation of the SOQs shall not carry over or be used in any way in the evaluation of the Proposals.

11. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

11.1. Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the execution of the PPA. These rules are designed to promote a fair, competitive and unbiased procurement process. Additional rules or modifications to these rules may be issued by the Joint Board in connection with the RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate.

The specific rules of contact are as follows:

(A) After submittal of SOQs, no Offeror or any of its team members may communicate with another Offeror or its team members with regard to the RFP or either team's Proposal; provided, however, that subcontractors that are shared between two or more Offeror teams (subject to the restrictions set forth in this Part A, Section 10.4.2) may communicate with their respective team members so long as those Offerors establish reasonable protocols to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during the Joint Board sponsored informational meetings);

(B) The Joint Board shall be the sole contact for purposes of this procurement, the RFQ and the RFP. Offerors shall correspond with the Joint Board regarding the RFQ and RFP only through designated representatives (which initially shall be the RFQ Procurement Contact identified in this Part A, Section 8.4);

(C) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the PPA, (ii) rejection of all Proposals by the Joint Board or (iii) cancellation of the procurement, no Offeror or representative thereof shall have any ex parte communications regarding the RFQ, RFP, the PPA or the procurement described herein with:

- Any member of the Joint Board;
- Any member of the city council for the City;
- The mayor of the City;
- Any member of the Joint Board of Trustees for the University;
- The President of the University; or
- Any Joint Board, City or University staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Part A, Section 11.3), except for communications expressly permitted

by the RFQ or RFP or except as approved in writing in advance by the Joint Board. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, RFP, the PPA or the procurement or limit participation in public meetings or any public or Offeror workshop related to this RFQ or the RFP. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of the Joint Board;

(D) Offerors shall not contact the following identified stakeholders regarding the Project, including employees, representatives, members, consultants and advisors of the entities listed below. The Joint Board will provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement be implemented in a fair, competitive and transparent manner and with uniform information:

- The City,
- the University,
- Purdue Research Foundation,
- West Lafayette Redevelopment Commission,
- INDOT,
- Tippecanoe County, Indiana,
- Environmental, regulatory and permitting agencies, and
- Utilities.

Information requests concerning these entities shall be sent to the RFQ Procurement Contact;

(E) Any communications determined to be prohibited or improper, at the sole discretion of the Joint Board, may result in disqualification;

(F) Any official information regarding the Project will be disseminated from the Joint Board in writing, will be signed by a representative of the Joint Board, and will be posted on the Website; and

(G) The Joint Board will not be responsible for and Offerors may not rely on any oral or written exchange or any other information or exchange that occurs outside the official process specified herein.

11.2. Public Records Act

Once submitted, the SOQs shall become the property of the Joint Board, may not be returned to Offerors and are subject to Indiana Public Records Act, Indiana Code § 5-14-3 and relevant provisions of Indiana Code § 8-15.5 (collectively, the "Public Records Act"). Offerors are encouraged to familiarize themselves with the Public Records Act. In the event Offeror submits any documents which Offeror believes are not subject to disclosure pursuant to the Public Records Act, Offeror must (i) conspicuously mark each document "CONFIDENTIAL" of each such page affected and (ii) clearly identify which portion(s) of such page(s) are confidential. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the Joint Board to treat the entire SOQ as public information.

The Joint Board will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of such laws, or as to definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the Joint Board by the Public Records Act or other applicable law. The Joint Board reserves the right to disagree with Offeror's assessment regarding confidentiality or proprietary nature of information in the interest of complying with the Public Records Act. The provisions of the Public Records Act or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the submitting party, the Joint Board will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that the Joint Board reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by the Joint Board in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by Offeror objecting to disclosure. Each Offeror shall be responsible for all of its own costs in connection with any litigation, proceeding or request for disclosure.

In no event shall the Joint Board, or any of its agents, representatives, consultants, directors, officers or employees be liable to an Offeror or Offeror team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.

11.3. Organizational Conflicts of Interest

It is the Joint Board's policy that any person under contract, or previously under contract, with the Joint Board, the City or the University to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on an Offeror or Developer team. Exceptions to this policy may be granted by the Joint Board, upon written request from such person, if it is determined that the person's involvement is in the best interest of the public and does not constitute an unfair advantage. Offeror teams seeking such exception shall submit such

written request as soon as possible because the Joint Board shall not extend the SOQ Due Date or be responsible for any inability or failure to respond prior to the SOQ Due Date to any such request.

In addition to the foregoing, the organizational conflict of interest rules found in 23 CFR § 636, Subpart A, including 23 CFR § 636.116, also apply to this procurement. 23 CFR § 636.103 defines an "organizational conflict of interest" as follows:

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

Offeror shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Offeror shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Offeror is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- KPMG Corporate Finance LLC;
- Barnes & Thornburg LLP;
- American Structurepoint, Inc.;
- Parsons Transportation Group;
- Butler Fairman and Seufert, Inc.;
- Dearing Group;
- Earth Exploration, Inc.;
- GRW Engineers, Inc.;
- MKSK Landscape Architecture; and
- Any Affiliates of the foregoing.

Such persons and entities are also prohibited from participating on an Offeror team as an Equity Member, Major Non-Equity Member, contractor, subcontractor, consultant or subconsultant.

By submitting its SOQ, each Offeror agrees that, if an organizational conflict of interest is thereafter discovered, Offeror must make an immediate and full written disclosure to the Joint Board that includes a description of the action that Offeror has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that Offeror knew, or should have known about, but failed to disclose is determined to exist during the procurement process, the Joint Board may, at its discretion, disqualify Offeror. If an organizational conflict of interest that Offeror knew, or should have known about, but failed to disclose exists and Offeror has entered into a PPA as Developer, the Joint Board may, at its sole discretion, terminate the PPA. In either case, the Joint Board reserves all legal rights and remedies.

Offerors are also advised that the Joint Board's guidelines in this RFQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to NEPA. Such applicable law will also apply to Offeror teams and teaming and may preclude certain firms and their entities from participating on an Offeror team.

11.4. Limitations on Offeror Team Membership

11.4.1. Prequalification and Licensing Requirements

Offeror will not be required to be licensed or prequalified by the Joint Board, the City or the University. However, Developer must be authorized to do business in the State and the lead contractor and lead engineer shall be properly licensed in accordance with the laws of the State at the time of the award. No Proposal will be invalidated by the Joint Board if any of Offeror, lead contractor or lead engineer has not obtained the appropriate licenses in the State at the time Offeror submits its Proposal.

In addition, other members of Offeror team that will be undertaking work that requires an Indiana license must be licensed prior to performing the applicable work assigned to such member. Licensing requirements with respect to the submission of Proposals will be set forth in the RFP.

11.4.2. Participation on More Than One Offeror Team

To ensure a fair and competitive procurement process, Equity Members, Major Non-Equity Members (see definition in Part B, Volume 1) and legal and financial advisors of Offeror teams are forbidden from participating, in any capacity, on another Offeror team during the course of the procurement. The foregoing prohibition does not apply to any non-Equity Member of an Offeror team that is not a Major Non-Equity Member. If an Offeror is not short-listed as part of the RFQ evaluation process, the members of the unsuccessful Offeror team (including Equity Members and Major Non-Equity Members) are thereafter free to participate on Short-Listed Offeror teams, subject to the requirements of this Part A, Sections 10.5 and 11.3. Any Offeror that fails to comply with the prohibition contained in

this Part A, Section 11.4 may be disqualified from further participation as an Offeror for the Project.

12. PROTEST PROCEDURES

12.1. Applicability

This Part A, Section 12 sets forth the exclusive protest remedies available with respect to this RFQ. These provisions prescribe the exclusive procedures for protests regarding:

(a) allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the Joint Board's authority;

(b) a determination as to whether a SOQ is responsive to the requirements of the RFQ or as to whether a SOQ passes the pass/fail criteria set forth in this RFQ; and

(c) short-listing determinations.

12.2. Required Early Communication for Certain Protests

Protests concerning the issues described in this Part A, Section 12.1(a) may be filed only after Offeror has informally discussed the nature and basis of the protest with the Joint Board, following the procedures prescribed in this Part A, Section 12.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the address specified in this Part A, Section 8.4. The written request shall include an agenda for the proposed one-on-one meeting. The Joint Board will meet with Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Joint Board may, in its sole discretion, make appropriate revisions to the RFQ documents by issuing addenda.

12.3. Deadlines for Protests

(a) Protests concerning the issues described in Part A, Section 12.1(a) must be filed as soon as the basis for the protest is known, but no later than twenty (20) calendar days prior to the SOQ Due Date, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than five (5) business days after the addendum is issued.

(b) Protests concerning the issues described in this Part A, Section 12.1(b) must be filed no later than five (5) business days after receipt of the notification of non- responsiveness or that a SOQ has failed any of the pass/fail criteria set forth in this RFQ.

(c) Protests concerning the issues described in this Part A, Section 12.1(c) must be filed no later than ten (10) calendar days after the earliest of the notification of the short-list and the public announcement of the short-list.

12.4. Content of Protest

Protests shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also include the name

and address of the protestor and the RFQ or contract number. Statements shall be sworn and submitted under penalty of perjury.

12.5. Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the RFQ Procurement Contact as soon as the basis for protest is known to Offeror. For any protests filed after the SOQ Due Date, Offeror filing the protest shall concurrently send a copy of the protest with the other Offerors whose addresses may be obtained by contacting the RFQ Procurement Contact.

12.6. Comments from Other Offerors

Other Offerors may file statements in support of or in opposition to the protest within seven (7) calendar days of the filing of the protest. The Joint Board will promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

12.7. Burden of Proof

The protestant shall have the burden of proving its protest by clear and convincing evidence. The Joint Board may, in its sole discretion, discuss the protest with the protestant and other Offerors. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

12.8. Decision on the Protest

The Joint Board will review the protest and shall issue a written decision regarding the protest within thirty (30) calendar days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, the Joint Board may, in its sole discretion, make appropriate revisions to this RFQ by issuing an addendum.

The written decision of the Joint Board shall be final and non-appealable.

12.9. Protestant's Payment of Costs

If a protest is denied, Offeror filing the protest shall be liable for the Joint Board's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the Joint Board as a consequence of the protest.

12.10. Rights and Obligations of Offerors

Each Offeror, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Part A, Section 12, and expressly waives all other rights and remedies that may be available to Offeror under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by Offerors. If an Offeror disregards, disputes or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold the Joint Board and its officers, employees, agents,

and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Offeror's actions. Each Offeror, by submitting a SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

12.11. Debriefings

All Offerors submitting SOQs will be notified in writing of the results of the evaluation process. Offerors not short-listed may request a debriefing. Debriefings shall be provided at the earliest feasible time after notification of the Short-Listed Offerors. The debriefing shall be conducted by a procurement official familiar with the rationale for the short-list decision.

Debriefings shall:

(a) Be limited to discussion of the unsuccessful Offeror's SOQ and may not include specific discussion of a competing SOQ;

(b) Be factual and consistent with the evaluation of the unsuccessful Offeror's SOQ; and

(c) Provide information on areas in which the unsuccessful Offeror's SOQ had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

13. JOINT BOARD'S RESERVED RIGHTS

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

- Modify the procurement process to address applicable law and/or the best interests of the Joint Board, the City, and the University.

- Revise the scope, type, structure and specific terms of this procurement.

- Modify the scope of the Project during the procurement process.

- Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems necessary. If the Joint Board is unable to negotiate a PPA to its satisfaction with a Preferred Offeror, it may negotiate in succession with the next highest rated Offeror(s), terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the Statute and other provisions of State law, as it deems appropriate.

- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by the Joint Board of a PPA, without incurring any cost obligations or liabilities, except as otherwise provided in this Part A, Section 8.3 of this RFQ.

- Issue a new RFQ after withdrawal of this RFQ or a subsequent RFP.

- Not short-list any Offeror responding to this RFQ.

- Not issue an RFP.

- Reject any and all submittals, responses and SOQs received at any time.

- Modify all dates set or projected in this RFQ.

- Terminate evaluations of responses received at any time.

- Suspend and terminate PPA negotiations at any time, elect not to commence PPA negotiations with any Short-Listed Offeror, and engage in negotiations with Offerors other than the highest ranked Short-Listed Offeror.

- Issue addenda, supplements and modifications to this RFQ.

- Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ evaluation.

- Require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ and require additional evidence of qualifications to perform the work described in this RFQ.

- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.

- Add or delete Offeror responsibilities from the information contained in this RFQ or any subsequent RFP.

- Negotiate with a Short-Listed Offeror without being bound by any provision in its Proposal.

- Waive deficiencies in a SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.

- Disqualify any Offeror that changes its submittal without the Joint Board's approval.

- Disqualify any Offeror under this RFQ, the RFP or during the period between the RFQ or RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP or in any other communication from the Joint Board.

- Add to the short-list of Offerors any Offeror that submitted a SOQ in order to replace a previously Short-Listed Offeror that withdraws or is disqualified from participation in this procurement.

- Not issue any notice to proceed after execution of the PPA.

- Develop some or all of the Project itself.

- Exercise any other right reserved or afforded to the Joint Board under this RFQ or applicable laws and regulations.

This RFQ does not commit or bind the Joint Board to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in this <u>Part A, Section 8.3</u>, the Joint Board assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Offeror.

Part B

STATEMENT OF QUALIFICATIONS

Offerors are required to assemble their SOQ in the order prescribed and following the outline form contained in this Part. Italics indicate explanations or instructions to Offeror as opposed to a request for information. For the convenience of Offerors, an outline of the submittal requirements is set forth in Exhibit A.

VOLUME 1

Volume 1 of the SOQ shall contain the following:

GENERAL

(a) **Form A** (transmittal letter): A duly authorized official of Offeror or lead firm must execute the transmittal letter in blue ink. For Offerors that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall be appended with letters on the letterhead stationery of each entity holding an equity interest in Offeror, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made on behalf of the Equity Member's firm in the SOQ have been authorized by, are correct, and accurately represent the role of the Equity Member's firm in Offeror team.

(b) **Executive Summary**: An Executive Summary, not exceeding four (4) pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Offeror's SOQ and its ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall address why Offeror wants to become Developer for the Project.

(c) **Confidential Contents Index**: A page executed by Offeror that sets forth the specific items (and the section and page numbers within the SOQ at which such items are located) that Offeror deems confidential, trade secret or proprietary information protected by the Public Records Act; provided, however, that if there are no page numbers for the specific item (and page numbers are not required pursuant to this RFQ), the index need not include page numbers, but should provide a clear description of the location of the item. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the Joint Board to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this Subsection (c) is intended to provide input to the Joint Board as to the confidential nature of an Offeror's SOQ, but in no event shall such list be binding on the Joint Board, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Statute or the Joint Board's responsibilities thereunder.

OFFEROR STRUCTURE AND EXPERIENCE

Offerors shall provide the following information relevant to qualifications of Offeror, its Equity Members, the lead or managing entity member of Offeror team, all Major Non-Equity Members and any other team members that Offeror wishes to identify in its SOQ. The term "Major Non-Equity Members" shall mean the following team members, if such team members do not hold an equity interest in Offeror: (i) the lead engineering firm (if a consortium, partnership or any other form of a joint venture, all such members); (ii) the lead

contractor (if a consortium, partnership or any other form of a joint venture, all such members); and (iii) the lead firm responsible for operations and maintenance (if a consortium, partnership or any other form of a joint venture, all such members). Offeror must identify all Major Non-Equity Members as defined above.

1. Offeror

Identify the legal name of Offeror. If the name is a "doing business as" (DBA), identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone and fax numbers and electronic mail address. Identify the legal name and nature of Offeror and the state of its organization. If Offeror is a consortium, partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1.

2. Equity Members

For each Equity Member of Offeror, identify the entity's role, planned equity ownership percentage and the entity's legal nature and state of organization.

3. Major Non-Equity Members and Other Identified Non-Equity Members

Identify all Major Non-Equity Members and any other team members that Offeror wishes to identify (e.g., legal advisors) in its SOQ at this time ("Other Identified Non-Equity Member"). For each Major Non-Equity Member and Other Identified Non-Equity Member of Offeror, identify the entity's role and the entity's legal nature and state of organization. If any of the lead contractor or lead engineering firm is a consortium, partnership or any other form of joint venture, the SOQ shall contain an executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership, roles of the various parties and anticipated execution date.

Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1. Offerors shall not include more than one lead contractor or lead engineering firm (provided that the foregoing does not preclude the lead contractor or lead engineer from being a consortium, partnership or any other form of joint venture as otherwise contemplated in the RFQ). If the lead contractor or lead engineering firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis.

4. Management Structure

Describe Offeror's management structure, including its teaming arrangements, allocation of roles and responsibilities within Offeror team and how Offeror will institutionally operate. Describe how Offeror's management structure will facilitate completion of all work required for the Project. Describe the prior experience (if any) of Offeror, Equity Members and Major Non-Equity Members working together within a consortium, partnership or any other form of joint venture.

5. Form B and Organizational Charts

Provide **Form B** (which may be attached as an appendix to Volume 1). Provide an organizational chart which sets forth Offeror structure, teaming arrangements and reporting requirements. A separate organizational chart covering key personnel shall also be provided.

6. Team Structure

Describe how Offeror team is structured and why it has been so structured. Explain how that structure will assure success for the Project and to the Joint Board and result in the formation of a good long-term partner to the Joint Board.

7. Relevant Experience

Describe relevant experience held by Offeror, Equity Members of Offeror (for entities that invest equity through one or more funds or vehicles under common or similar management or ownership, the experience of all such funds and vehicles may be included) and Major Non-Equity Members, as applicable, with:

i. Design and construction of roads and streets, particularly those with a construction value of $25 million or more.

ii. Design and construction of highways and interstates.

iii. Design and construction of roads, streets, highways and interstates in urban corridors with significant maintenance of traffic issues and pedestrian management.

iv. Operation and maintenance of road, street, highway and interstate transportation projects delivered under a public-private partnership.

v. Public-private partnership, comprehensive development and exclusive development agreements for transportation projects to which such entity has been party in a major role with a total capital value of $50 million or more.

vi. Success in financing project finance and public-private partnership projects (both equity and debt) with a total capital value in excess of $50 million (particularly public-private partnership transportation projects for roads, streets, highways and interstates).

vii. As to Offeror and its Equity Members only, participation as an Equity Member in concessions and similar types of public private partnership delivery models. Describe whether these investments were done either under an availability payment or other structure.

viii. As to Offeror and its Equity Members only, other credit and financing tools used in the U.S., and equity funding for public-private partnerships.

Include at least six (6) and up to eight (8) projects in the aggregate for the entire Offeror team with respect to the above categories of this Part B, Volume 1, Section 7 in which the entity played a significant role during the past eight (8) years. For each project, include a project

description describing the role of the entity on such project, relevance of the project and the entity's experience to the Project and why that experience will provide value to the Joint Board should Offeror be awarded the PPA. For projects listed in response to clauses (viii and ix) of this Part B, Volume 1, Section 7, also provide information on the equity investors, lenders, quantum of equity raised, quantum of debt raised and finance structure.

8. Project Information—Forms E and F

With respect to each project identified pursuant to this Part B, Volume 1, Section 7, provide in **Form E** the project name and contract number, owner's name, address, contact name and current email address, phone number, dates of work performed (if applicable), project description, project construction value (or financing value if entity's role involved financing), annual operations and maintenance value (if the entity's role involved operations and maintenance), description of work and percentage actually performed by such entity, and project outcome or current status (including identification and a description of an increase in the original contract amount by the greater of $500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines/milestones and the reasons for such increases or time extensions, as applicable).

For design firms, projects/contracts listed that were traditional consultant/engineering services contracts (as opposed to, for example, design-build contracts), the information provided shall be limited only to the consultant/engineering services contract, rather than any ensuing construction or operations and maintenance contract where such entity had limited or no involvement.

For construction firms, for projects/contracts listed using the traditional design-bid-build delivery method, the information provided shall be limited only to the construction contract, rather than any design or operations and maintenance contract where such entity had limited or no involvement.

With respect to each concession contract and public-private partnership project identified pursuant to this Part B, Volume 1, Section 7 by Equity Members, where such Equity Member acted in a role as a concessionaire/private partner/Equity Member in connection with such project, provide in **Form F** the company name, project name and location, project size, debt amount and gearing, date of financial close, start dates, percent of works completed by April 30, 2015, level of company's participation and type of concession/payment mechanism. The completed **Form F** shall be in addition to the information provided regarding the projects in **Form E**.

Offerors are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, the Joint Board may elect to exclude the experience represented by that project in determining Offeror's qualifications. The Joint Board may, in its sole discretion, contact any of the listed project contacts to confirm the project details provided in the SOQ. To the extent that the listed contacts do not confirm the project information provided in the SOQ, the Joint Board may elect to exclude the experience represented by that project in determining Offeror's qualifications. For any entity identified in the SOQ for which experience and qualifications have not been provided pursuant to this Part B, Volume 1, Section 7, Offeror may, but is not required to, briefly describe their qualifications and experience in performing the role that Offeror proposes to allocate to them. The description need not be lengthy or go into the level of detail sought in this Part B, Volume 1, Section 7.

9. Key Personnel

List Offeror's key personnel for the Project (which must include those individuals identified in this Part B, Volume 3, Section B). Describe the relevance of each individual's experience to the Project and why that experience will provide value to the Joint Board should Offeror become Developer.

10. Legal Information

The following information regarding legal issues affecting Offeror and its team members shall be submitted:

10.1. Legal Issues

Identify and explain any significant anticipated federal or state legal issues relating to Offeror, any Equity Members and any Major Non-Equity Members that must be resolved in order to deliver the Project and perform its obligations under a PPA.

10.2. Legal Liabilities

Provide a list and a brief description (including the contract value and amount at issue) of all instances during the last five years (measured from the date of issuance of this RFQ) involving: (1) public-private partnership projects in North America; (2) government-sponsored or owned infrastructure projects in North America; (3) transportation projects in North America; and (4) those projects listed pursuant to Part B, Section 7 in which Offeror, any Equity Member, any Major Non-Equity Member or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone number, and e-mail address.

For purposes of this Section 10.2 and Section 10.3, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Offeror, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Offeror, any Equity Member or any Major Non-Equity Member), and any Financially Responsible Party that, (a) within the past five (5) years (measured from the date of issuance of this RFQ) have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed by an entity pursuant to Part B, Section 7.

10.3. Legal Proceedings

Provide a list and a brief description (including the contract value, amount at issue and resolution) of each arbitration, litigation, dispute review Joint Board and other formal dispute resolution proceeding occurring during the last five (5) years (measured from the date of issuance of this RFQ) related to a (1) public-private partnership project in North America; and (2) government-sponsored or owned infrastructure project in North America involving a claim or dispute between the project owner and Offeror, any Equity Member, any Major

Non-Equity Member or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) $500,000 on projects with a contract value in excess of $25 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding. For each instance, identify an owner's representative with a current telephone number, and e-mail address.

11. Relationships, Roles and Responsibilities

A description of Offeror's view of the roles and responsibilities of the Joint Board, the Offeror and third parties in connection with the development, design, construction, financing, operation, maintenance of the Project (in terms of allocation of work, implementation/delivery, and long-term operations and maintenance). Describe Offeror's view of the optimal Joint Board/Offeror relationship and the anticipated nature of the Joint Board participation sought by Offeror in connection with the Project and how that will achieve success. Identify what Offeror views as the most significant risks to the parties with respect to the development, design, construction, operation maintenance and financing of the Project, and how those risks can be addressed, mitigated or allocated in order to provide best value to the Joint Board, the City and the University.

With respect to the information solicited in this Part B, Volume 1, Section 10.1, 10.2 and 10.3, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling the Joint Board to contact owner representatives may, in the sole discretion of the Joint Board, lead to a lower evaluation score or a "fail" rating for the team or disqualification from the procurement process.

VOLUME 2

Volume 2 of the SOQ shall contain the following items.

Offerors shall package the information separately for each separate entity with a cover sheet identifying the name of the entity and its role in Offeror's organization (i.e., Equity Member, Financially Responsible Party, lead engineering firm, subcontractor, etc.).

Section A Financial Statements and Credit Ratings

Provide financial statements for Offeror, each Equity Member, lead contractor and each Financially Responsible Party for each of the three (3) most recently completed fiscal years. In each case, if the entity is a consortium, partnership or any other form of a joint venture, provide financial statements for all such members. For entities that are fund managers of an investment fund, provide the financial statements for the fund manager, the limited partnership(s) constituting the investment fund, and the general partner(s) of the investment fund.

Except for entities that are fund managers of an investment fund (which entities are addressed below), financial statement information must include:

i. Opinion Letter (Auditor's Report) for audited financial statements

ii. Balance Sheet

iii. Income Statement

iv. Statement of Changes in Cash Flow

v. Footnotes audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS).

In addition, financial statements must meet the following requirements:

a. **GAAP/IFRS**: Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

b. **U.S. Dollars**: Financial statements should be provided in U.S. dollars if available. If financial statements are not available in U.S. dollars, Offeror must include summaries of the Income Statements, Statement of Changes in Cash Flow and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.

c. **Audited**: Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a Certified Public Accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the entity.

d. **English**: Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then, subject to Part A, Section 9.2, translations of all financial statement information must be accompanied with the original financial statement information.

e. **Newly Formed Entity:** If Offeror, Equity Member of Offeror, lead contractor or Financially Responsible Party is a newly formed entity and does not have independent financial statements, financial statements for the equity owners of such entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements).

f. **SEC Filings:** If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their most recent annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.

g. **Confidentiality:** Offeror shall identify any information which it believes is entitled to confidentiality by placing the word "confidential" on each page as described in Part A, Section 11.

Section B Additional Financial Information

B.1 Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for Offeror, each Equity Member, the lead contractor, and each Financially Responsible Party (if any of the foregoing are a consortium, partnership or any other form of a joint venture, for all such members) for the past three years and anticipated for the next reporting period.

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the construction of the Project, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and

resolve of Offeror, each Equity Member, each Financially Responsible Party, and the lead contractor, as applicable, to remain engaged in this procurement and submit a responsive Proposal.

Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the chief financial officer or treasurer (or equivalent position or role).

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three (3) completed fiscal years (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.

Set forth below is a representative list of events intended to provide examples of what the Joint Board considers a material change in financial condition. This list is intended to be indicative only. At the discretion of the Joint Board, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

<u>List of Representative Material Changes</u>

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downgrade in credit rating for the affected entity or parent corporation of the affected entity;
- Non-payment of any debt service;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

- In the current and three most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding two hundred (200) positions or involves the disposition of assets exceeding 10% of the then shareholder equity;

- Other events known to the affected entity which represents a material change in financial condition over the past three (3) years, or may be pending for the next reporting period.

B.2 Off-Balance Sheet Liabilities

A letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities in excess of $25 million dollars in the aggregate.

B.3 Credit Ratings

Offeror shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its current credit rating.

For entities that are fund managers of an investment fund, Offeror must provide a letter from the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the investment fund which certifies the following:

- The investment capacity of the fund (including supplemental information to the financial statements (as necessary) of the investment fund to positively demonstrate the existence of existing and/or committed capital capacity for the Project, consistent with the likely equity investment and the Equity Member's responsibility to provide its share percentage. Examples of supplemental information include subscription agreements, letters from third party escrows holding deposits, etc.);

- The ownership structure of the various entities in the hierarchy of the fund;

- The investment criteria of the *fund;*

- The approval process for an equity investment; and

- The description of recent changes in the organization of the fund.

To the extent that the entity cannot positively demonstrate the existence of existing and/or committed capital capacity for the Project, then the Joint Board, in its sole discretion, reserves the right, but not the obligation, to request a guarantor, a Financially Responsible Party and/or additional Equity Members before or after the completion of the Joint Board's evaluation of the SOQ.

B.4 Financial Qualifications—Summary Financial Information—Form G

A completed **Form G** summarizing the financial information for Offeror, Equity Members of Offeror, lead contractor and any Financially Responsible Party.

For entities that are fund managers of an investment fund, **Form G** must be provided for the fund manager, the limited partnership(s) constituting the investment fund and the general partner(s) of the investment fund.

Form G shall be certified by the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the entity providing the information.

Section C Financially Responsible Party Letter of Support

If Financial Statements of a parent company or affiliate company (a "Financially Responsible Party") are provided to demonstrate financial capability of Offeror, Equity Members of Offeror, or lead contractor, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Offeror, Equity Member of Offeror or lead contractor, as applicable with respect to the Project. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Financially Responsible Party.

If a Financially Responsible Party is identified for the Lead Contractor, then such Financially Responsible Party may, in the Joint Board's sole discretion, be required to guarantee the performance of the Lead Contractor.

Offerors shall note that the Joint Board may, in its discretion based upon the review of the information provided, or Offeror's form of organization, specify that an acceptable Financially Responsible Party is required as a condition precedent prior to short-listing. If the Developer's lead contractor is a limited liability entity or a newly formed entity, a Financially Responsible Party must be identified and included with respect to the lead contractor's obligations relating to the Project (and all information required of Financially Responsible Parties must be provided).

For purposes of this Section C, (i) "parent company" means parent companies at any tier and (ii) "affiliate company" means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Offeror, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving Offeror, any Equity Member or any Major Non-Equity Member), and other Financially Responsible Parties for the entity.

Section D Surety Letter

A letter from an Eligible Surety indicating that Offeror team is capable of obtaining both a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of $75 million, as evidence of Offeror's or lead contractor's bonding capacity. Letters indicating "unlimited" bonding capability are not acceptable.

The letter must specifically state that the surety/insurance company has read this RFQ and any addenda and evaluated Offeror's (and, if applicable, lead contractor's) backlog and work-in-progress in determining its bonding capacity.

In instances where the response to this Part B, Volume 2, Section B contains descriptions of proposed or anticipated material changes in the financial condition, as applicable, of Offeror, lead contractor or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the Eligible Surety's analysis specifically incorporates a review of the factors surrounding the proposed or anticipated material changes in the financial condition of Offeror, the lead contractor or such other entity for which financial information is submitted, as applicable, and identifying any special conditions which may be imposed before issuance of surety bonds for the Project.

If a Offeror, lead contractor or other entity to obtain the bonds is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual Equity Members are acceptable, as is a single letter covering all Equity Members of such entity; provided, however, that each separate letter provided must reference the specific portion of the $75 million amount that the Eligible Surety is indicating it is willing to provide. Statements such as "[the entity's] share of the work/bond amount" or the like are not acceptable.

The Joint Board has not yet determined the specific amount or form of payment and performance bonds that it will require for the Project. Offerors are advised that the RFP may, to the extent commercially available and determined appropriate by the Joint Board for the Project, require payment and performance bond amounts in excess of the amounts referenced above. The Joint Board shall delineate such requirements, which will be consistent with applicable law, in the RFP.

VOLUME 3

Volume 3 of the SOQ shall contain the following:

Section A Forms C and D

Executed originals of **Form C** and **Form D** for Offeror, each Equity Member of Offeror, each Major Non-Equity Member and each Financially Responsible Party.

Section B Personnel Qualifications

Separate resumes of not more than two (2) pages each for the following key personnel and management staff:

i. Proposed project executive (if different from the project manager);

ii. Proposed project manager;

iii. Any other key members of Offeror's management team (including any individual who is listed in an organizational chart at a level equal or higher than the individuals described in clauses (i) through (iii) above);

iv. Unless included in response to clauses (i) through (iv) above, Offeror shall include the individuals proposed for the following job positions (each a "Key Person"):

- Construction Manager/General Superintendent;
- Lead Engineer, who is responsible for releasing design documents for construction, reviewing all construction documents and for certifying and for certifying that all released for construction documents, including both design and construction documents, conform to the requirements of the PPA;
- Operations and Maintenance Manager;
- Quality Manager; and
- Aesthetics Manager.

Each resume shall state the specific role(s) above that the proposed Key Person would be fulfilling for the Project.

Three (3) references for each of the project manager and the project executive and one (1) reference for each other individual identified above must be supplied; provided. however, that where the project manager and deputy project manager(s) have only worked on one or two projects during the past five (5) years (measured from the date of issuance of this RFQ), Offeror shall (i) affirmatively state that such individual has only worked on one or two projects during the past five (5) years; (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past five (5) years so that the number

of references equals three (3) in total. References for each individual shall be placed on that individual's respective resume.

References shall be previous owners or clients with which the identified personnel have worked within the past five (5) years (measured from the date of issuance of this RFQ) and shall include the name, position, company or agency, project name and performance time period and current postal and e-mail addresses and telephone number. Offerors are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, the Joint Board may elect to exclude the experience represented in determining the key personnel's qualifications.

An express, written statement from each entity employing such individuals committing that the individuals designated in the SOQ for the positions or roles described in clauses (i)-(v) of this Section B shall be available to serve the role so identified in connection with the Project.

Although the Joint Board recognizes personnel availability and scheduling issues impact Offerors, Offerors are urged only to identify and proffer personnel that they reasonably believe will be available for, and intend to assign to work on, the Project for the positions identified.

Note that in order for a Offeror to remain qualified to submit a Proposal after it has been placed on the shortlist, the Offeror's key personnel as identified in the SOQ must remain intact for the duration of the procurement process (i.e., until execution of the PPA Documents), unless otherwise approved in writing by the Joint Board. If an Offeror wishes to make changes in key personnel identified in its SOQ, the Offeror shall submit to the Joint Board a written request for the Joint Board's approval of the change as soon as possible but in no event later than the date and time to be set forth in the RFP. Offeror may not make any changes in any key personnel identified in its SOQ after this deadline, except for unusual circumstances beyond its control, in which case the Joint Board, in its sole discretion, will consider such requests.

Requests to change key personnel identified in this SOQ shall be transmitted to the RFQ Procurement Contact identified in Part A, Section 8.4, and shall include the information requested for the corresponding key personnel in the RFQ. The Offeror shall submit an original and five (5) copies of each such request package.

The Joint Board will review requests to implement changes in key personnel identified in this SOQ very carefully but is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Failure to obtain the Joint Board's approval for such changes in key personnel during the procurement process may result in disqualification of the Offeror by the Joint Board.

Part C

FORMS

FORM A

TRANSMITTAL LETTER

OFFEROR:_____

SOQ Date:_____

_____
_____
_____
_____

The undersigned ("Offeror") submits this proposed statement of qualifications (this "SOQ") in response to the Request for Proposals and Qualifications dated April __, 2015 (as amended, the "RFQ"), issued by the Interlocal Cooperation Board of the City of West Lafayette, Indiana and the Trustees of Purdue University (the "Joint Board") to develop, design, construct, finance, operate and maintain the Project (as defined in the RFQ). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

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

Volume 1: Transmittal Letter (this **Form A**), Executive Summary, Confidential Contents Index, and Offeror Structure and Experience (including **Forms B**, **E** and **F**);

Volume 2: Financial Statements, Additional Financial Information (including **Form G),** Financially Responsible Party Letter of Support, Surety or Bank/Financial Institution Letter; and

Volume 3: **Forms C** and **D** and Personnel Qualifications.

Offeror acknowledges access to all materials posted on the following website with respect to the Project: http://www.statestreetwl.com and the following addenda and sets of questions and answers to the RFQ:

[Offeror to list any addenda to this RFQ and sets of questions and answers by dates and numbers prior to executing **Form A**]

Offeror represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ.

Offeror understands that the Joint Board is not bound to short-list any Offeror and may reject each SOQ that the Joint Board may receive.

Offeror further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by Offeror, except, to the extent of any payment offered by the Joint Board for work product, as described in Part A, Section 8.3 of the RFQ.

Offeror agrees that the Board will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the RFQ.

Offeror acknowledges and agrees to the protest provisions and understands that it limits Offeror's rights and remedies to protest or challenge the RFQ or any determination or short-listing thereunder.

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

Offeror'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 Offeror's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture: _____ [Insert Offeror's name]

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

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact: _____ [Insert Offeror's name]

Print Name: _____

Title: _____

Attorney in Fact: _____

4. Sample signature block for an Offeror not yet formed as a legal entity:

_____ *[Insert Offeror's name]*

By: _____

Print Name: _____

Title: _____

FORM B

OFFEROR TEAM SUMMARY

OFFEROR	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

MAJOR EQUITY MEMBER(S) (*duplicate for each Equity Member*)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

MAJOR NON-EQUITY MEMBER(S) (*duplicate for each Major Non-Equity Member*)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

FINANCIALLY RESPONSIBLE PARTY (*duplicate for each Financially Responsible Party*)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

FORM C

INFORMATION REGARDING
OFFEROR, EQUITY OWNERS, MAJOR NON-EQUITY MEMBERS
AND FINANCIALLY RESPONSIBLE PARTIES

Name of Offeror: _____

Name of Firm: _____

Year Established:_____ Individual Contact: _____

Individual's Title:_____

Firm's CEO/Chairman:_____

Federal Tax ID No. (if applicable):_____Telephone No.:_____

North American Industry Classification Code:_____Fax No.:_____

Name of Official Representative (if applicable):_____

Business Organization (check one):

☐ Corporation (If yes, then indicate the State/Country/Province and Year of Incorporation and complete Sections A-C and the Certification form (**Form D**) for the entity.)

☐ Partnership (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)

☐ Joint Venture (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)

☐ Limited Liability Company (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)

☐ Other (If yes, describe and complete Sections A-C and the Certification form (**Form D**))

A. Business Name: _____

B. Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Telephone Number: _____

C. If the entity is a Joint Venture, Partnership or Limited Liability Company, indicate the name and role of each member firm in the space below. Complete a separate Information form (**Form C**) for each member firm and attach it to the SOQ. Also indicate the name and role of each other financially liable party and attach a separate form.

Name of Firm	Role

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

By:_____

Print Name:_____

Title:_____

Date:_____

[*Please make additional copies of this form as needed*.]

FORM D

CERTIFICATION

Offeror:_____

Name of Firm: _____

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

   ☐Yes ☐ No

   If yes, please explain:

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

   ☐Yes ☐ No

   If yes, please explain:

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

   ☐Yes ☐ No

   If yes, please explain:

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

   ☐Yes ☐ No

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

5. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate* involved repeated or multiple failures to comply with

safety rules, regulations, or requirements within the past ten years (measured from the date of issuance of this RFQ)?

☐Yes ☐ No

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

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

☐Yes ☐ No

If yes, please explain:

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

☐Yes ☐ No

If yes, please explain:

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

☐Yes ☐ No

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

* The term “affiliate” has the meaning set forth in Part B, Volume 1, Section 10.2 of this RFQ.

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

By: _____

Print Name:_____

Title: _____

Date: _____

FORM E

PROJECT INFORMATION

Entity Involved (e.g., Offeror, Equity Member, Major Non-Equity Member), Project Name and Contract Number	Owner Information (1)	Project Description	Dates Work Performed	Construction Value and Financing Value (2)	Annual O&M Value (3)	Project Role, Description and Amount of Work Performed (4)	Project Outcome or Current Status (5)

(1) For owner information, provide owner's name, address, contact name and current e-mail address and telephone number.

(2) Provide financing value if the entity's role involved financing (for foreign currency transactions, use the last (bid) exchange rate published in the Wall Street Journal as of three weeks prior to the due date for the submission of SOQs).

(3) Provide operations and maintenance value if the entity's role involved operations and maintenance.

(4) Describe the work and state the percent or dollar value of the (a) design and construction work the entity performed/was responsible for (if the entity is a design-builder); (b) the construction work performed/was responsible for (if a developer or constructor); or (c) the design work performed (if the entity is a designer). For example, a member of a JV with a 30% stake in a $200 million project would insert 30% or $60 million; an engineer that performed $10 million worth of work on a $100 million project would insert 10% or $10 million.

(5) Identify and describe any increases in the original contract amount of the greater of $500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines/milestones and the reasons for such increases and/or time extension.

FORM F

CONCESSION AND PPP EXPERIENCE OF THE EQUITY MEMBERS IN CONCESSION CONTRACTS AND PUBLIC-PRIVATE PARTNERSHIPS

INSTRUCTIONS:

(a) List only the experience of an Equity Member that will be future Equity Member of Developer. An Equity Member that, as general partner and/or fund manager, intends to source its equity commitment through an investment fund may list equity investment experiences provided by other investment funds for which it was the general partner and/or fund manager at the time of financial close.

(b) List all applicable projects identified in response to Part B, Volume 1, Section 7 that reached financial close.

(c) List only projects where the Equity Member held at least 20% of equity ownership in the project at the time of financial close.

Company Name	Project Name and Location	Financing Size (1), (2)	Debt Amount & Sources (2), (3), (4)	Date of Financial Close	Construction Start Date	% of Work Completed by May 21, 2015	Level of Company's Participation (5)	Type of Concession/PPP (6)

NOTES:

(1) Financing size means the total amount of the project financed under private finance/project finance scheme (i.e., without public debt, public equity or capital grants).

(2) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the last (bid) exchange rate published in the Wall Street Journal as of three weeks prior to the due date for the submission of SOQs.

(3) Include in brackets the percentage of gearing and type of debt (bonds unwrapped or wrapped, bank debt, etc.).

(4) Inclusive of any loans from multilateral institutions (e.g., the European Investment Bank, European Bank for Reconstruction and Development, etc.).

(5) Show company's amount of equity investment in United States Dollars as a shareholder. The equity investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. Please indicate separately the United States Dollar amount and percentage to which the company's equity investment bears to the total of all private shareholders' equity investments for the listed project.

(6) Specify the type of concession (toll concession, availability payment, shadow toll, or combinations of these mechanisms).

FORM G

FINANCIAL QUALIFICATIONS - SUMMARY FINANCIAL INFORMATION (*)

SUMMARY FINANCIAL INFORMATION (**) FOR ALL EQUITY MEMBERS, LEAD CONTRACTOR AND ANY FINANCIALLY RESPONSIBLE PARTY FOR FINANCIAL YEARS 2012, 2013 AND 2014 (1)

(IF AN EQUITY MEMBER OR LEAD CONTRACTOR IS RELYING ON A FINANCIALLY RESPONSIBLE PARTY, THEN ONLY THE FINANCIALLY RESPONSIBLE PARTY ENTITY SHOULD COMPLETE THIS FORM)

Company	Role on the Proposal Team (if Equity Member, Percentage Ownership)	Fiscal Year	Shareholders (2)	Total Revenues	Pre-Tax Profit	Relevant Revenues (3)	Fixed Assets	Total Assets (4)	Contingent Liabilities (5)	Long-Term Liabilities	Short-Term Liabilities	Net Worth	Tangible Net Worth	Gearing (6)

Certified as complete, true and correct by:
Name: _____
Title: _____

(*) The Chief Executive, Chief Financial Officer, Treasurer (or equivalent position or role) for each reporting entity must certify the information on this form as complete, true and correct. Information should be derived from audited financial statements where possible. Audited financial statements will prevail over this table.

(**) Expressed in thousands (000s) of United States Dollars. Where applicable, companies should indicate the conversion to United States Dollars, using the exchange rate prevailing on the last day of each financial year. Please identify the benchmark on which the exchange rate is based.

Notes:

(1) Complete separate forms for each entity with each form containing the information for the three requested fiscal years. If the entity has only been in existence for less than three fiscal years, the entity should expressly state that such entity has been in existence for less than three fiscal years and shall complete separate forms for the number of fiscal years it has been in existence.

(2) List shareholders, equity members partners or equivalent holding a 15% or greater interest in the company (indicate their percentage interest), as well as those having the right to appoint one or more board director(s). If such interest is held by a holding company, a shell corporation or other form of intermediary, also identify the ultimate or parent entity.

(3) Relevant revenue consists of revenue from DBFOM contracts for transportation projects.

(4) Excludes goodwill and intangibles.

(5) A number/range is required, but references to specific locations in the financial statements explaining the contingent liabilities may be included.

(6) Gearing = Long Term Liabilities / Net Worth

EXHIBIT A

SOQ SUBMITTAL OUTLINE

SOQ Component	Form (if any)	RFQ Section Cross-Reference
VOLUME 1—Submit 1 original and 10 copies of Volume 1		
1. General		
(a) Transmittal Letter	Form A	Part B, Volume 1, General, (a)
(b) Executive Summary (not to exceed 8 pages)	--	Part B, Volume 1, General, (b)
(c) Confidential Contents Index	--	Part B, Volume 1, General, (c)
2. Offeror Structure and Experience I		
(a) Offeror	--	Part B, Volume 1, Section 1
(b) Equity Members	--	Part B, Volume 1, Section 2
(c) Major Non-Equity Members and Other Identified Non-Equity Members	--	Part B, Volume 1, Section 3
(d) Management Structure	--	Part B, Volume 1, Section 4
(e) Organization Chart - Offeror Structure	-	Part B, Volume 1, Section 5
(f) Organization Chart - Key Personnel	..	Part B, Volume 1, Section 5
(g) Offeror Team Summary	Form B (may be attached as an appendix)	Part B, Volume 1, Section 5
(h) Team Structure	..	Part B, Volume 1, Section 6
(i) Relevant Experience	-	Part B, Volume 1, Section 7
(j) Project Information	Form E (may be attached as an appendix)	Part B, Volume 1, Section 8
(k) Concession and P3 Experience	Form F (may be attached as an appendix)	Part B, Volume 1, Section 8
(l) Key Personnel	--	Part B, Volume 1, Section 9
(m) Legal Information I		
(i) Leqal Issues	--	Part B, Volume 1, Section 10.1
(ii) Legal Liabilities	--	Part B, Volume 1, Section 10.2
(iii) Legal Proceedings	--	Part B, Volume 1, Section 10.3
(n) Relationships, Roles and Responsibilities	--	Part B, Volume 1, Section 11
VOLUME 2—Submit 1 original and 19 copies of Volume 2		
1. Financial Statements	--	Part B, Volume 2, Section A
2. Additional Financial Information I		
(a) Material Changes in Financial Condition	--	Part B, Volume 2, Section B.1
(b) Off-Balance Sheet Liabilities	--	Part B, Volume 2, Section B.2
(c) Credit Ratings	--	Part B, Volume 2, Section B.3
(d) Financial Qualifications- Summary of Financial Information	Form G	Part B, Volume 2, Section B.4
3. Financially Responsible Party Letter of Support	--	Part B, Volume 2, Section C
4. Surety or Bank/Financial Institution Letter	–	Part B, Volume 2, Section D
VOLUME 3—Submit 1 original and 10 copies of Volume 3		
1. Information Regarding Offeror, Equity Members, Major Non-Equity Members and Financially Responsible Parties	Form C	Part B, Volume 3, Section A
2. Certification	Form D	Part B, Volume 3, Section A
3. Personnel Qualifications		
(a) Resumes - Key Personnel (not to exceed 2 pages per resume)	--	Part B, Volume 3, Section B
(b) Resumes - Other Members of Offeror's Management Team (not to exceed 2 pages per resume)	--	Part B, Volume 3, Section B
(c) Written commitment statements from employers	--	Part B, Volume 3, Section B

Exhibit 3.1

First Supplement to Interlocal Agreement

Please see attached.

FIRST SUPPLEMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WEST LAFAYETTE AND PURDUE UNIVERSITY CONCERNING THE U.S. 231 ANNEXATION

This First Supplement to Interlocal Cooperation Agreement, dated as of May 19, 2015 (this "First Supplement to Interlocal Cooperation Agreement"), between the City of West Lafayette, Indiana (the "City"), and The Trustees of Purdue University ("Purdue University"), is being entered into for the purpose of amending and supplementing the Interlocal Cooperation Agreement, dated as of March 12, 2014 (the "Original Interlocal Cooperation Agreement"), between the City and Purdue University.

WITNESSETH:

WHEREAS, the Preamble to the Original Interlocal Cooperation Agreement, provides, in part, that Purdue University and the City have entered into the Original Interlocal Cooperation Agreement for the purpose of delegating to a joint board created pursuant thereto certain of the parties' respective rights, powers, functions and duties as may be necessary, useful or appropriate to accomplish projects and conduct activities that may be identified from time to time as matters of mutual interest or shared responsibility; and

WHEREAS, the parties have identified the State Street Project, as further described in Exhibit A attached hereto (the "State Street Project"), as a project, which should be accomplished by the construction and operation thereof pursuant to Indiana Code 5-23, as amended (the "BOT Statute"), and desire to identify the State Street Project in the Original Interlocal Cooperation Agreement, as amended and supplemented by this First Supplement to Interlocal Cooperation Agreement (collectively, the "Interlocal Cooperation Agreement"), as a matter of mutual interest and shared responsibility; and

WHEREAS, the parties desire to delegate to the Clerk-Treasurer of the City, the Controller of the City, effective as of January 1, 2016, or any successor to such office (the "Disbursing Officer of the City"), the duty to receive, disburse and account for all monies of the joint undertaking established pursuant to the Interlocal Cooperation Agreement:

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals. The recitals above are made part of the Interlocal Cooperation Agreement.

2. Identification of State Street Project. For purposes of the Interlocal Cooperation Agreement, the State Street Project is hereby identified as a project, which should be accomplished by the construction and operation thereof pursuant to the BOT Statute, as a matter of mutual interest and shared responsibility of the parties.

3. Delegation of Duty to Disbursing Officer. The duty to receive, disburse and account for all monies of the joint undertaking established pursuant to the Interlocal Cooperation Agreement is hereby delegated to the Disbursing Officer.

4. Ratification of Original Interlocal Cooperation Agreement. The Original Interlocal Cooperation Agreement, as amended and supplemented by this First Supplement to Interlocal Cooperation Agreement, is in all respects hereby ratified and confirmed, and this First Supplement to Interlocal Cooperation Agreement and all provisions contained herein shall be deemed a part of the Original Interlocal Cooperation Agreement in the manner and to the extent provided herein and therein.

5. Application of Interlocal Cooperation Agreement. All the provisions of the Original Interlocal Cooperation Agreement, to the extent not inconsistent herewith, are hereby incorporated into and made a part of this First Supplement to Interlocal Cooperation Agreement. Except as otherwise provided in this First Supplement to Interlocal Cooperation Agreement, all the provisions of the Original Interlocal Cooperation Agreement shall remain in effect and enforceable as provided by the terms thereof.

6. Effectiveness. This First Supplement to Interlocal Cooperaton Agreement will be effective upon approval by the Common Council of the City, the Mayor of the City of West Lafayette and the legally authorized representative of Purdue University, upon recording with the Tippecanoe County Recorder and the requisite filing with the State Board of Accounts thereafter, and, if necessary, upon approval of the Attorney General of the State of Indiana pursuant to Indiana Code 36-1-7, as amended.

7. Governing Law. This First Supplement to Interlocal Cooperation Agreement will be construed in accordance with the laws of the State of Indiana.

Agreed the first date written above.

CITY OF WEST LAFAYETTE, INDIANA

By: _____
John Dennis, Mayor

Attest: _____
Judith C. Rhodes, Clerk-Treasurer

THE TRUSTEES OF PURDUE UNIVERSITY

By: _____
William E. Sullivan, Executive Vice President and Treasurer

CITY OF WEST LAFAYETTE SEAL Clerk-Treasurer INDIANA

INDS01 KEG 1505555v3

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Dennis and Judith C. Rhodes, personally known to me as the Mayor and the Clerk-Treasurer, respectively, of the City of West Lafayette, Indiana (the "City"), and acknowledged the execution of the foregoing First Supplement to Interlocal Cooperation Agreement for and on behalf of the City.

WITNESS my hand and notarial seal this 28th day of May, 2015.

ERIC N. BUTEN, Notary Public
A resident of Tippecanoe County, IN

My Commission Expires:

August 28, 2022

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William E. Sullivan, personally known to me as the Treasurer and Chief Financial Officer of The Trustees of Purdue University ("Purdue University"), and acknowledged the execution of the foregoing First Supplement to Interlocal Cooperation Agreement for and on behalf of Purdue University.

WITNESS my hand and notarial seal this 26 day of May, 2015.

Katherine Ann Welty, Notary Public
A resident of Clinton County, IN

My Commission Expires:

August 19, 2022

INDS01 KEG 1505555v3

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Kirk E. Grable

Kirk E. Grable

This instrument was prepared by Kirk E. Grable, attorney-at-law, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A

DESCRIPTION OF STATE STREET PROJECT

Please see the attached.

STATE STREET CORRIDOR PROJECT SUMMARY

GENERAL OVERVIEW

The City of West Lafayette and Purdue University (WLPU) have teamed to jointly deliver the State Street Corridor project to provide an aesthetic functional gateway to both the City of West Lafayette and Purdue University, via several transportation infrastructure improvements to improve safety and mobility. WLPU will evaluate project delivery options, taking into consideration project development and construction costs, life-cycle costs, project schedule, and potential revenue opportunities.

PROJECT GOALS

Further details on the goals that WLPU have established for the project are noted below:

- Construct new gateways into West Lafayette and the campus that are in keeping with the intent and expectations of West Lafayette and the University;
- Provide streetscape and pedestrian amenities to enhance community and campus resident cohesiveness;
- Expand transportation infrastructure to accommodate planned and future growth of West Lafayette and the University;
- Inform and engage stakeholders as the project moves forward;
- Construction completion by December 31, 2018
- Provide opportunities for technical innovations.

PROJECT DESCRIPTION

The scope of work described herein is largely based upon two reports: *Purdue University Campus Traffic Circulation Plan Synthesis Report – State Street Corridor*, prepared by American Structurepoint on January 17, 2015, and *Re-State, A Master Plan for State Street*, prepared by MKSK in July 2014.

Preliminary Schedule

	2015							2016		2018
	March 11	March	April	June	August	November	December	January	April	December
Purdue Road School	✓									
Market Sounding		✓								
RFQ Release			✓							
RFP (Draft)				✓						
RFP (Final)					✓					
Proposals Due						✓				
Negotiations/Commercial Close							✓	✓		
Construction Begins									✓	
Construction Completion										✓

The total estimated cost of the project is approximately $60-100 million and is organized into multiple segments with the scope of work elements noted below:

State St. from U.S. 231 to Tapawingo Dr.

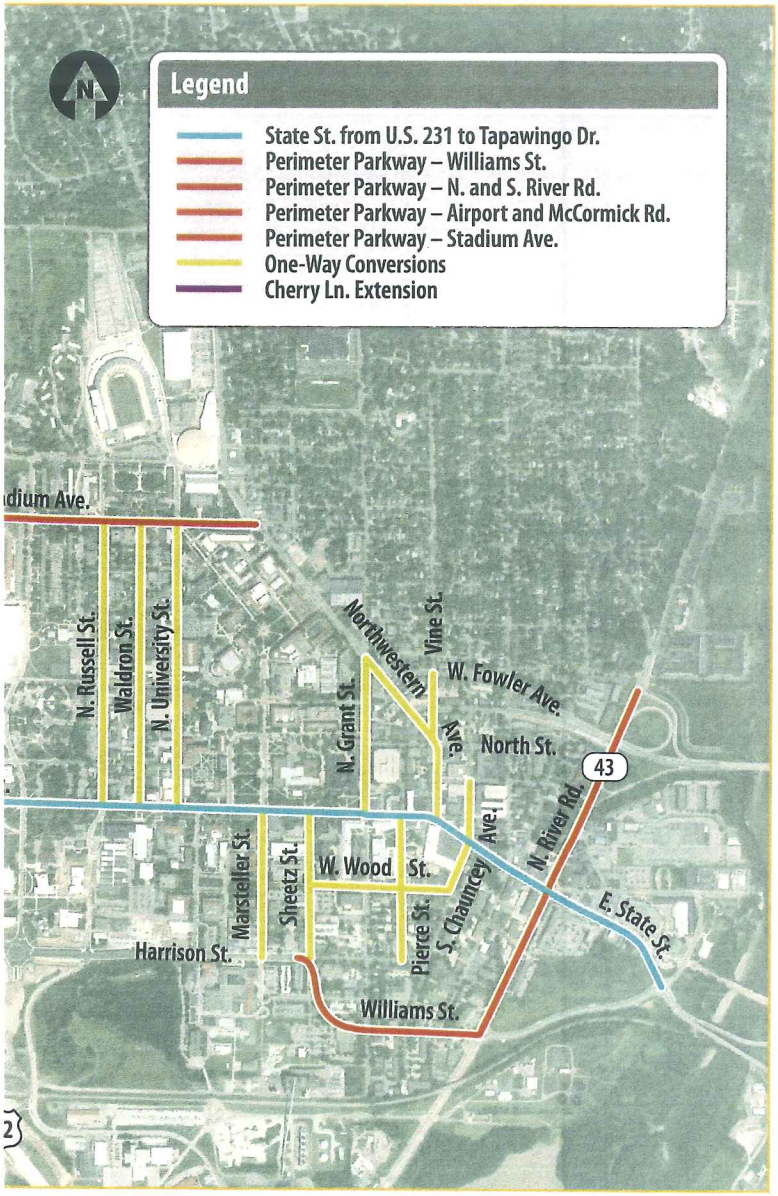
- Partial reconstruction of existing roadway
- Travel lanes, turn lanes, and medians as shown in reference documents
- Raised median as shown in reference documents
- Milling and resurfacing of existing road and new widening as necessary
- Dedicated bicycle path on north side of State St.
- New and reconstructed elements as required:
  - Storm sewer
  - Street trees, landscaping, and irrigation
  - Bioretention cells
  - Sidewalks
  - Bus stops
  - Street lighting and traffic signals
- New public art and placemaking elements
- New outdoor plazas
- New site furnishings
- New wayfinding and signage

Perimeter Parkway – Williams St.

- Full roadway construction on new alignment as shown in reference documents
- Travel lanes, turn lanes, and medians as shown in reference documents
- New roundabout intersection and lighting at River Rd. along with vertical alignment corrections as shown in reference documents
- New roundabout intersection and lighting at Williams St. and N. Grant St. as shown in reference documents
- New and reconstructed elements as required:
  - Storm sewer
  - Street trees, landscaping, and irrigation
  - Bioretention cells
  - Sidewalks and multi-use path
  - Bus stops
  - Street lighting
- New wayfinding and signage
- Removal of existing building and obstructions

Overall Project Map

STATE STREET CORRIDOR PROJECT SUMMARY



Perimeter Parkway – N. and S. River Rd.

- Partial reconstruction of existing roadway
- Travel lanes, turn lanes, and medians as shown in reference documents
- New and reconstructed elements as required:
  - Street trees, landscaping, and irrigation
  - Sidewalks
  - Street lighting
  - Bus stops
- Interchange modifications for E. Fowler Ave. and Wiggins St. ramps and River Rd.
- New wayfinding and signage

Perimeter Parkway – Airport Rd. and McCormick Rd.

- Partial reconstruction of existing roadway
- New roundabout intersection and lighting at W. Stadium Dr.
- Milling and resurfacing of existing road and new widening as necessary
- Travel lanes, turn lanes, and medians as shown in reference documents
- New and reconstructed elements as required:
  - Storm sewer
  - Sidewalks and multi-use path
  - Bus stops
- New wayfinding and signage

Perimeter Parkway – W. Stadium Ave.

- Full or partial reconstruction of existing roadway as shown in reference documents
- Milling and resurfacing of existing road and new widening as necessary
- Travel lanes, turn lanes, and medians as shown in reference documents
- New and reconstructed elements as required:
  - Storm sewer
  - Street trees, landscaping, and irrigation
  - Sidewalks and multi-use path
  - Street lighting
  - Bus stops
  - Pavement markings
- New traffic signal at Jischke Dr.
- Modification of existing traffic signals
- New wayfinding and signage

One-Way Street Conversions

The project scope includes the conversions of one-way streets to two-way streets by milling and resurfacing the existing streets, installation of new pavement markings and signage, and conversion of traffic signals. Modifications could also include the installation of new traffic signals and the conversion and/or modification of existing parking.

One-way conversions include:

- N. Russell St. from W. State St. to W. Stadium Ave.
- Waldron St. from W. State St. to W. Stadium Ave.
- University St. from W. State St. to W. Stadium Ave.
- Marsteller St. from Harrison St. to W. State St.
- Sheetz St. from Harrison St. to W. State St.
- W. Wood St. from Sheetz St. to S. Chauncey Ave.
- N. Grant St. from W. State St. to Northwestern Ave.
- Pierce St. from W. State St. to Harrison St.
- N. and S. Chauncey Ave. from Wood St. to Columbia St.
- Northwestern Ave. from North St. to W. State St.
- Vine St. from Northwestern Ave. to W. Fowler Ave.

Cherry Ln. Extension

- Full roadway construction on new alignment as shown in reference documents
- Travel lanes, turn lanes, and medians as shown in reference documents
- New roundabout intersection or signalized intersection and lighting at McCormick Rd.
- New and reconstructed elements as required:
  - Storm sewer
  - Street trees, landscaping, and irrigation
  - Sidewalks and multi-use path
  - Street lighting
- New signalized intersection at U.S. 231
- New wayfinding and signage

Additional information about the project including maps and renderings can be found at:

www.statestreetwl.com

Technical, financial, and legal advisors will support WLPU throughout the project procurement process, to help WLPU select the best approach for delivering the project. Innovative concepts regarding technology deployment, as well as long-term operations & maintenance of the State Street Corridor will be explored.

Exhibit 6.1

Description of Infrastructure Works Package

Capitalized terms used below have the meanings ascribed to them in the Project Development Agreement to which this Exhibit 6.1 is attached.

The Infrastructure Works Package consists of the Todd's Creek Relocation and the Western Gateway Utility Installation.

The Todd's Creek Relocation involves constructing a naturalized, re-routed channel and floodplain for Todd's Creek, which is part of a larger effort to mitigate potential flooding in the Western Gateway District, and particularly in proposed development areas along the State Street corridor. As a result, it represents a foundational component that will be important to the success of the Project. The capital cost for this component is approximately $4 million.

The Western Gateway Utility Installation involves installing basic public utilities (and relocating and upgrading existing ones), as well as completing related infrastructure improvements, in the area in and around the Western Gateway District, all for the purpose of serving future facilities to be located there. This component, which is essential for the further development of the Western Gateway District, has a capital cost of approximately $2 million.

Both the Todd's Creek Relocation and the Western Gateway District are being financed and managed by PRF.