



**NORTH TEXAS TOLLWAY AUTHORITY
RFQ NO. 03549-DNT-00-PS-PM**

**REQUEST FOR QUALIFICATIONS TO PROVIDE TO THE NTTA
DESIGN SERVICES ON THE DALLAS NORTH TOLLWAY AND
PRESIDENT GEORGE BUSH TURNPIKE INTERCHANGE AND DALLAS
NORTH TOLLWAY MAINLANES AND RAMP MODIFICATIONS**

PROPOSALS DUE

Date: Friday, February 22, 2013, @ 4:00 PM

At the following location:

NORTH TEXAS TOLLWAY AUTHORITY

Attn: Director of Procurement Services

5900 West Plano Parkway, Suite 100

Plano, Texas 75093

PRE-PROPOSAL CONFERENCE

Date: Tuesday, February 5, 2013 @ 10:00 AM

At the following location:

North Texas Tollway Authority Boardroom

5900 West Plano Parkway, Suite 200

Plano, Texas 75093

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I. INTRODUCTION

A. BACKGROUND

The North Texas Tollway Authority (NTTA) is a regional tollway authority governed by Chapter 366 of the Texas Transportation Code authorized to acquire, construct, maintain, repair and operate turnpike projects in the North Texas region. The NTTA serves its member counties of Collin, Dallas, Denton and Tarrant and is responsible for the NTTA System, consisting of the Dallas North Tollway (DNT), the President George Bush Turnpike (PGBT), Sam Rayburn Tollway (SRT), Addison Airport Toll Tunnel (AATT), Lewisville Lake Toll Bridge and the Mountain Creek Lake Bridge (LLTB), and the NTTA Special Projects System, consisting of the President George Bush Turnpike – Western Extension (PGBT WE) and the Chisholm Trail Parkway (CTP). The NTTA is governed by a nine-member board of directors (Board) with two members appointed by each of the four NTTA member counties. A ninth member is appointed by the Governor of Texas. The following individuals currently serve on the NTTA Board of Directors:

Chairman Kenneth Barr (Tarrant County)
Vice Chairman Bill Moore (Collin County)
Jane Willard (Collin County)
David R. Denison (Denton County)
Matrice Ellis-Kirk (Dallas County)
George “Tex” Quesada (Dallas County)
Michael R. Nowels (Denton County)
William Elliott (Governor’s appointee)

More information on the NTTA can be obtained by visiting the NTTA’s web site at www.ntta.org.

B. NTTA MISSION STATEMENT

The NTTA’s mission is to provide a safe and reliable toll road system, increase value and mobility options for our customers, operate the Authority in a businesslike manner, protect our bondholders, and partner to meet our region's growing need for transportation infrastructure.

C. SCOPE OF SERVICES/TERM

The scope of services is found in the attached form of contract (Attachment A).

The term of the contract procured pursuant to this RFQ (the “Contract”) will be **FIFTEEN (15) MONTHS, BUT MAY BE EXTENDED AT THE DISCRETION OF THE AUTHORITY**

II. “DISADVANTAGED, MINORITY, WOMEN-OWNED, AND SMALLBUSINESS ENTERPRISE PROGRAM”

The North Texas Tollway Authority (the Authority) is committed to providing contracting opportunities for disadvantaged, minority, women-owned, and small business enterprises. In this regard, the Authority maintains DBE, M/WBE, and SBE programs in order to facilitate contracting opportunities for these businesses.

The Business Diversity Department (BDD) has established a 20% D/M/WBE goal on this procurement. All responding firms, including D/M/WBE certified firms, must submit documentation regarding all subcontractor utilization and how they will meet or exceed the established goal using certified D/M/WBE firms for this project on the Commitment Agreement Form (4906) provided in the RFQ. A copy of our current Business Diversity Policy is provided as ATTACHMENT C. Both the Diversity Policy and the Business Diversity Department Contractors Compliance Handbook (CCH) can be located on the BDD web page <https://www.ntta.org/procurement/busdiv/Pages/default.aspx>

Additional questions and/or clarification can be obtained by contacting LaRhonda Hytchye at businessdiversity@ntta.org. Please copy the Procurement Services Department at badamson@ntta.org on all correspondence. Form 4906 must show the portion of the project that will be assigned to a D/M/WBE and must be signed by the proposer and the contractor. Form 4906 must be submitted to the Authority with the proposal.

Prime contractors must submit monthly reports using Monthly Subcontractor Progress Report (Form 4907) and the department’s contract compliance software PRISM throughout the term of the contract, and submit Subcontractor Final Report (Form 4908) upon completion of the Contract in accordance with the CCH.

These forms may be obtained online at the NTTA website at <https://www.ntta.org/procurement/busdiv/Pages/default.aspx>

III. REQUESTED SERVICES

This RFQ describes Services required by the Authority from the Consultant and invites prospective consultants to submit their qualifications to provide such Services. Any firm submitting a response must be: 1) an independent engineering firm licensed to work in the State of Texas and 2) must have, or be willing to establish, an office located within the Dallas-Fort Worth area. The selected firm will report to the Assistant Executive Director of Infrastructure and/or her/his designee.

A. Scope of Services

The Authority intends to select one qualified firm that will operate as an extension of, and in complete cooperation with, the Authority’s staff, the Authority’s Program Management Office, the Authority’s General Engineering Consultant (the “GEC”), Maintenance Management Consultant (the “MMC”), legal counsel, and other consultants

to assist with the design of the DNT/PGBT Interchange and DNT Mainlanes and Ramp Modifications from PGBT to south of Parker Road Project.

The Consultant must be fully capable of providing all of the Services described in the Scope of Services in accordance with the highest professional standards. However, while each Respondent should use the attached Scope of Services (ATTACHMENT A) as a guide in preparing its response to this RFQ, the attached Scope of Services may be modified to define more specific activities before or after the award of a contract for the Services. In addition to specific Services, the Consultant shall be expected to represent and forward the interests of the Authority throughout all aspects and phases of the Authority's design and construction activities and shall, when and as requested by the Authority, fully support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority's legal counsel, accountants, governmental entities and the public, all in accordance with the highest professional standards. Furthermore, the Consultant shall be expected to commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the Authority throughout the term of the Consultant's performance of the Services.

B. Term of Contract

The term of the contract procured pursuant to this RFQ (the "Contract") will be **FIFTEEN (15) MONTHS, BUT MAY BE EXTENDED AT THE DISCRETION OF THE AUTHORITY**, commencing on the date the Authority issues the notice to proceed. The Authority may extend the period of the Consultant's performance if it determines that to be in the best interest of the Authority or if necessary for the completion of an on-going matter. If at any time during the Contract term the Consultant cannot provide requested Services as required by the Authority or for any other reason, the Authority reserves, in addition to all other available remedies, the unilateral right to procure the Services from any other source it deems capable of providing those Services.

In accordance with the Authority's Procurement Policy, the Authority is issuing this Request for Qualifications (this "RFQ") seeking one firm to serve as the Design Engineer (the "Consultant") to the Authority for the DNT/PGBT Interchange and DNT Mainlanes and Ramp Modifications Project. The Authority will procure the professional services required of the Consultant in accordance with the Texas Professional Services Procurement Act (Texas Government Code, Chapter 2254, Subchapter A) and the Authority's Policy Regarding Procurement of Goods and Services and Disposition of Property ("Procurement Policy"). A copy of the Procurement Policy is available upon request. As provided in the Procurement Policy, this RFQ describes services required by the Authority from the Consultant and invites prospective consultants to submit their qualifications to provide such services.

To evaluate each interested firm's ability to provide the desired services, firms are requested to submit a response to this RFQ setting forth their qualifications for the anticipated work. In addition, interested firms may, at the Authority's sole option, be asked to make an oral presentation to the Authority. The anticipated work is described

below and shall sometimes be referred to as the “Services” in the context of this RFQ. Firms providing a response to this RFQ are hereinafter collectively referred to as “Respondents,” and each firm providing a response will be referred to individually as a “Respondent”.

C. Contract Negotiations

Upon conclusion of the selection process, the Authority shall attempt to negotiate a Contract with the most highly qualified Respondent at a fair and reasonable price. If a satisfactory Contract cannot be negotiated with most highly qualified Respondent, the Authority shall formally end negotiations with that Respondent, select the next most highly qualified Respondent, and attempt to negotiate a Contract with that Respondent at a fair and reasonable price. The Authority shall continue the foregoing process until the Contract is executed or the Authority terminates the procurement. The determination of whether the terms of a Contract are satisfactory to the Authority shall be within the Authority’s sole and absolute judgment.

D. Work with Other Consultants

The Consultant will be performing those general services listed above and will be required to work at the direction and supervision of the Assistant Executive Director of Infrastructure or his/her designee. In addition, some projects may be assigned by, and will be performed at the direction and supervision of the Director of Maintenance or the Director of Information Technology. The Consultant will be required to coordinate efforts and resources to support each of these departments.

In addition the Consultant will be required to work cooperatively and collaboratively with other firms serving the Authority, including, but not limited to, the Program Management Office, General Engineering Consultant, General Counsel, and Maintenance Management Consultant.

E. Business Diversity Criteria

Business Diversity plan to meet/exceed the goal

Respondent’s must present a Subcontracting plan and demonstrate the utilization of D/M/WBE firms on this project. Subcontracting plan shall be limited to half a page.

Historical subcontractor utilization on previous/ similar projects

Present three similar projects within the past five years identifying the composition of the project team and D/M/WBE participation in meaningful and significant roles. Describe the project, diversity goal and level of attainment. The response shall be limited to half a page.

Participation in a teaming arrangement with a certified D/M/WBE firm in the last two years

Explain respondent's utilization of D/M/WBE firms in a teaming or partnership arrangements (in any bona fide legally recognized form). Discuss relationship with D/M/WBE firm, scope of work/assistance offered and types of projects completed with D/M/WBE firm. The response shall be limited to half a page.

IV. GENERAL PROVISIONS

In issuing this RFQ or selecting a firm with which to negotiate a Contract, the Authority is not making a commitment to award a Contract. The Authority may interrupt, postpone, delay or cancel this RFQ's procurement process or make any adjustments to this RFQ that the Authority deems necessary and in its best interest at any time without liability to the Authority. The Authority reserves the right to reject any and all responses. The Authority also reserves the right to waive informalities and minor irregularities in the responses received.

The Authority reserves the right, in its sole discretion, to waive any technicality in a response to this RFP, provided such action is in the best interest of the Authority. Where the Authority waives minor technicalities in a Proposal, such waiver does not modify the RFP requirements or excuse the Respondent from full compliance with the RFP. Notwithstanding the waiver of any minor technicalities, the Authority holds all Respondents to strict compliance with the RFP.

The Authority does not guarantee any minimum amount of work to be performed under the Contract. The need for work requested under this procurement or the Services may be reevaluated or postponed, delayed or cancelled at any time during the Contract. Nothing in this RFQ or in the Contract awarded hereunder shall in any way be deemed to constitute an election or commitment by the Authority to build or operate all or any component of any specific project. By submitting a response to this RFQ, each Respondent agrees that if it enters into a Contract, the provisions and contingencies described above in this paragraph shall not impair, waive, or invalidate the Consultant's obligations under the Contract unless the Authority elects to terminate the Contract.

The Authority will award the Consultant the work described in the RFQ unless otherwise described as being conditional. However, pursuant to the Authority's Business Diversity Policy ("BDP"), the Authority will expect the selected firm to subcontract meaningful work or to team with disadvantaged, minority, and women (D/M/WBEs) as defined in the BDP. The Consultant will be responsible for all assigned Services of whatever kind and would serve in a role typically described as the prime contractor.

This RFQ and the Consultant's response will be incorporated into and made part of the Contract. If any element of a response conflicts with any provision, specification, or requirement of this RFQ, the conflicting element of the response shall control only if said conflict is expressly addressed as an exception, reservation or caveat and accepted by the

Authority in the Contract. In all other instances of conflict between the response and this RFQ, this RFQ shall control.

Except for the submission of written questions pursuant to Section IV.F., below, or in response to requests or inquiries from the Authority, Respondents shall refrain from contacting members of the Selection Committee, other staff, Board Directors or consultants of the Authority with respect to this RFQ or the selection process. **Failure to comply with this requirement may result in disqualification of a Respondent.**

A. Schedule of Activities

The anticipated sequence of major events and procurement timetable is as follows:

Release of this RFQ	January 18, 2013
Pre-Proposal Meeting	February 5, 2013
Deadline for Written Questions	February 13, 2013
RFQ Responses Due	February 22, 2013

Responses are due at the specified location no later than **4:00 PM, on February 22, 2013** and will not be considered if received at the Authority's offices after that time.

Direct all questions to:
Ms. Brandy Adamson, Senior Buyer
badamson@ntta.org

B. Conceptual Plans and As-Built Drawings

In order to assist the responders with the preparation of their responses, the Authority is making the conceptual plans and As-Built drawings of this project available for viewing. Conceptual Plans and As-Built drawings are available for viewing, purchasing, and downloading online at <http://www.thomasrepro.com/dfs/ntta> for this procurement. Vendors wishing to view, purchase, and download conceptual plans and As-Built drawings online must first register with Thomas Reprographics.

C. Respondent's Responsibilities

The Respondent's responsibilities with respect to its response to this RFQ are as follows:

- Responses must be submitted on or before the dates and times indicated.
- The Respondent shall submit all of the required forms with the response.
- The Respondent shall execute and file with its response a conflict of interest affidavit on the form provided by the Authority and attached hereto.
- The Respondent shall file with its response an appropriate Commitment Agreement Form (4906).
- The Respondent must assure the Authority that it and each of its subcontractors or teaming firms is not subject to any conflict of interest, disqualification,

debarment, or other adverse association with the Federal Highway Administration, Texas Department of Transportation, State of Texas or the Authority; that none of the persons or parties having an interest in this RFQ are acting as agent for any agent, employee, consultant, or fiduciary of the Authority; and that it is under no contractual or other restriction or obligation, that is inconsistent with the execution of or the performance under the Contract.

- The response must be complete in every respect so an evaluation can be conducted based solely on content. The Authority is not required to seek clarification if the Respondent's response is ambiguous or fails to respond to a specific requirement satisfactorily.
- An individual authorized to bind the Respondent to the required commitments stated in this RFQ shall execute the response. Written evidence of that authority, in the form of corporate resolutions or similar documentation appropriate to the Respondent's business organization, shall be included with the response.
- Responses should contain direct responses to the questions or requests for information and be organized so that the specific question to which a response is being prepared is readily identifiable.
- The Authority shall not be liable for any expenses incurred in the preparation and presentation of the response.
- By submitting a response to this RFQ, each Respondent acknowledges that the Authority may amend or supplement the Scope of Services attached to this RFQ either before a Contract is executed or during the term of the Contract, and that a Respondent Team, as defined below may need to add specialized expertise as the Services develop.

D. Revisions to RFQ

Until the time established for receipt of the responses, the Authority reserves the right to revise this RFQ. Revisions shall be provided by written addenda to this RFQ and will be furnished to all firms that have received a copy of the RFQ. If, in the opinion of the Authority, the addenda are of such scope as to require an extension of the response submission date, such extension(s) will be stated in the addenda. Respondents shall be required to acknowledge the receipt of each addendum; failure to acknowledge may result in disqualification.

E. Questions

All questions not received during the pre-proposal meeting concerning this RFQ (including technical, contract or administrative questions) regarding the services required shall be submitted in writing and addressed to:

Ms. Brandy Adamson, Senior Buyer
badamson@ntta.org

The deadline for questions is 4:00 p.m. on February 13, 2013.

F. Exceptions Taken

Each Respondent shall submit its exceptions, reservations and other caveats to the requirements of this RFQ as a part of its response. Such statements must be fully, clearly and concisely explained and set forth in such a manner that each can be fully considered. Each Respondent should consider carefully such statements before including them in its response. Exceptions will not eliminate Respondents from evaluation but such statements may affect the Authority's evaluation of the response.

G. Multiple Awards Limitation

The Authority is dividing the DNT Capacity improvements and ramp modifications from PGBT to SRT into two separate procurements. In addition to this RFQ, the Authority is issuing a concurrent RFQ for design services for DNT Mainlanes and Ramp modifications from South of Parker Road to South of SRT. If a firm is selected as a Prime Consultant for this procurement, that firm will not be selected as a Prime Consultant nor be allowed to perform more than 15 percent of the services as a subconsultant on the DNT Mainlanes and Ramp modifications from South of Parker Road to South of SRT procurement.

V. RESPONSE TO THIS RFQ

A Respondent offering the Services requested should prepare and submit as part of its response a Statement of Qualifications in the "Statement of Qualifications Format" specified below. The Statement of Qualifications shall include sufficient information to enable the Authority to fully evaluate the capabilities of the Respondent and its approach to providing the specified Services. Unnecessarily elaborate or voluminous responses are neither required nor wanted. *The page limit and other requirements described below shall be enforced.* Discussion of the firm's past experience that is not germane to the specified Services should not be included. The response shall specifically address the Services required, and provide all information requested.

a. Response Delivery

Responses shall be placed in a sealed envelope, which shall be clearly marked "**Response Documents for 03549-DNT-00-PS-PM Design Services- Dallas North Tollway and President George Bush Turnpike Interchange and Dallas North Tollway Mainlanes and Ramp Modifications**". When submitted by mail, this envelope shall be placed in another envelope, which shall be sealed and addressed as indicated below. Responses must be received at the location below on or before the date and hour set for the receipt. The NTTA shall neither assume responsibility for late delivery nor any error in delivery by a Respondent or any third party. The clock located within the lobby of the Authority's administrative office shall serve as the official determinant of the hour for which the response shall be considered submitted and shall be considered late.

One original and six (6) copies of the written response must be received by the Authority by **4:00 P.M., on February 22, 2013**. The original response shall be marked as such and bear all original signatures. The remaining responses may be copies. The response package shall be submitted to:

Director of Procurement Services
RFQ 03549-DNT-00-PS-PM
Dallas North Tollway and President George Bush Turnpike Interchange and Ramp Modifications
North Texas Tollway Authority
5900 W Plano Parkway, Suite 100
Plano, Texas 75093

b. Response Format

The response shall be submitted in bound volumes on standard 8 ½” x 11” paper. No larger size pages will be permitted. The response shall be limited to **fifteen (15) pages**; single sided and shall include typed text, graphics, charts and photographs. Minimum type or font size on graphics, charts and résumés shall be 10 point, minimum type size for text of response shall be 11 point.

The fifteen (15) page limit shall be **exclusive** of required forms, Commitment Agreement Form 4906, addendum acknowledgments, front and back covers, cover letter, table of contents, professional resumes, requested appendices, and dividers, etc., or brochure material (limit one). The fifteen (15) page limit shall be inclusive of the Vendor Information Form and the response. Please only use black and white, non-laminate binding. ***Any pages beyond the fifteen (15) page limit will not be considered.***

Cover Letter

Provide a transmittal cover letter that contains a brief summary and overview of the qualifications of the Respondent and the case as to why the respondent’s firm should be selected as the Design Engineer Consultant for the DNT/PGBT Interchange and DNT Mainlanes and Ramp Modifications Project for the Authority. Identify the name, address, e-mail address and phone number of the Respondent, names of all sub-consultants the Respondent proposes to use in the provision of the Services, and the name of the Respondent’s Project Manager who will have primary day-to-day responsibility for overseeing the Respondent’s provision of the Services. The letter must be signed by an individual authorized to enter into an agreement with the Authority.

Table of Contents

Maximum of one page.

Introduction of the Respondent Team

Provide a brief overview of the Respondent and all proposed sub-consultant firms (collectively, the “Respondent Team”). Include information regarding the establishment of each team member’s local office and the components of the Services that will be provided by that local office, if any. Specify personnel from an office outside the Dallas-Fort Worth area that are expected to be assigned to perform the Services, if any. If the Respondent has no local office, discuss whether Respondent intends to establish an office and, if so, the Services to be performed by it and the personnel to be assigned to it. Identify the major roles or assignments expected to be undertaken by each member of the Respondent Team, and the name, address, e-mail address and phone number of the primary contact person for each firm in the Respondent Team.

Experience

List relevant **design services** projects and similar rehabilitation and expansion projects undertaken by the Respondent and each sub-consultant, whether currently ongoing or completed within the last five years. Include the following for each listed project:

- Project name and location.
- Dollar value of the project construction cost.
- Dollar value of the professional services provided.
- Professional services “role,” i.e. define the nature of the design services provided and if they were performed for a Toll Road Authority, private developer or public agency or both.
- Brief description of the work performed on the project by any or all of the key Respondent Team members.
- Respondent Team member’s actions leading directly to cost savings or efficiency in operations.
- Depth of Respondent Team member’s demonstrated past performance.
- Current and verified names, addresses and phone contacts of all project listing client references.

Provide specific experience relevant to the unique nature of the Authority’s anticipated project listed in the Scope of Services. This should include, but not be limited to:

- Depth of relevant past experience providing heavy civil transportation design services on major projects.
- Depth of Respondents Team’s first hand familiarity and experience working under the detailed requirements of TxDOT and the Authority
- Highway, bridge, and retaining walls design
- Design of toll gantries and related facilities.

- Tabulation detailing depth of the Consultant team’s pool of currently available personnel, including identification of relevant **current** certifications as required to clearly demonstrate compliance with requirements.
- The current status and a detailed description of the Consultant Team’s accreditations and certifications including but not limited to the State of Texas Board of Professional Engineers and any TxDOT certifications. An in-depth description of the firm’s experience in providing design services substantially similar to the Services described in this RFQ and the attached Scope of Services.

Also, summarize the relevant experience of Respondent Team members’ work with other toll agencies or with transportation agencies and other governmental bodies operating in this region and/or with which the Authority regularly works or interacts, including TxDOT and FHWA.

Understanding of the Services

Present a discussion of the Respondent’s understanding of the Services set forth in the Scope of Services and its proposed approach and methodology to providing those Services. Discuss how the coordination and exchange of information will be assured between the Authority’s Project Delivery Office, other governmental bodies, and Consultant’s personnel performing work at more than one office location. Discuss the Respondent’s quality control program, cost control procedures, and the policies and procedures used to assure complete, accurate and high-quality work, which may include identifying any supplemental tasks deemed necessary or alternatives that may enhance this specific project, reduce costs, or accelerate project delivery.

Organization Chart

Provide a graphical organization chart that identifies the **key** personnel of each Respondent team member that would be assigned to perform the Services and their area of expertise and responsibility. In the chart, clearly include the following data for each individual:

- Name,
- Position,
- Texas professional registration(s) (P.E., E.I.T., R.P.L.S., T.A.R., S.E.T., other),
- Area(s) of expertise,
- Firm currently employed by,
- Years of experience related to the services,
- Location of the office to which the person is normally assigned (denote in organizational chart, by asterisk, if individual is **not** normally assigned to local office) and
- Anticipated availability beginning June 1, 2013 (indicated by a percentage).

John Doe, P.E.
Construction Site Manager
Any Firm, Inc.
Austin*
75%

Résumés

Résumés for each key individual shall be included as part of the response. The senior personnel on the Respondent Team shall meet the minimum requirements as described below:

Respondent’s Project Manager

The Respondent’s proposed Project Manager must have a minimum of ten (10) years of experience in serving in the lead role of managing design services on larger-scale transportation construction projects.

Discuss the qualifications and experience of the designated Project Manager. Describe the Project Manager's role in previous projects of similar nature. The intent is to allow the potential provider to elaborate on the unique qualifications of the Project Manager.

VI. EVALUATION AND SELECTION PROCESS

A. The RFQ Review Process will consist of two stages.

1. Stage One Evaluation

The Authority will review RFQ responses to assess the demonstrated competence, knowledge and qualification of the Respondent Team.

The review will be conducted by a Selection Committee composed of Authority personnel. Each Selection Committee member will evaluate the submitted material in the following categories and will assign points, up to the maximum indicated reflecting the evaluator’s assessment of the Respondent Team’s demonstrated competence and qualifications for each category:

- Project understanding and approach and processes to ensure quality -- 30 points maximum
- Project Manager and key personnel’s demonstrated past experience on similar rehabilitation and expansion projects. Depth of team’s (prime and subs) proven past performance in the areas listed in the Scope of Services -- 30 points maximum

- Innovative traffic control concepts and ideas -- 10 points maximum
- Unique concepts and creative design ideas of structures (retaining walls, bridges, etc) -- 10 points maximum
- Understanding of ITS and All Electronic Toll Collection during and after construction -- 10 points maximum
- Business Diversity component -- 10 points maximum
 - Business Diversity plan to meet/exceed the goal -- 6 points maximum
 - Historical subcontractor utilization on previous/similar projects -- 2 points maximum
 - Historic participation in a teaming arrangement with a certified D/M/WBE firm in the last two years -- 2 points maximum

Based on the selection committee's evaluation of the RFQ responses and any other information the Selection Committee deems pertinent, the Authority may either select the most highly qualified provider of the requested services with which to negotiate a contract for a fair and reasonable price or establish a "short-list" of firms which will be invited to proceed to Stage Two Evaluations. Voting Selection Committee members shall individually score each item listed above, with the Business Diversity component being scored solely by the Business Diversity Selection Committee member. The total score from each Selection Committee member, with the addition of the Business Diversity score shall be averaged.

2. Stage Two Evaluation

Each of the short-listed firms will be invited to make a presentation, presented by the Project Manager, to the Selection Committee, and will be interviewed orally at the conclusion of its presentation. Each Selection Committee evaluator will evaluate each short-listed Respondent's response, presentation, and interview as required to assess demonstrated competence, knowledge and qualifications of the short-listed firms, in consideration the following:

- Project Manager's approach to leading the project-- 15 points maximum
- Project Manager and key personnel's demonstrated past experience on interchange projects including construction background in executing existing facilities modifications. Depth of team's (prime and subs) proven past performance in the areas listed in the Scope of Services -- 15 points maximum
- Innovative traffic control concepts and ideas to minimize lane closures and inconvenience to travelling public, businesses and property owners during construction -- 25 points maximum
- Unique concepts and creative design ideas that result in cost and construction time savings (retaining walls, bridges, etc) -- 25 points maximum
- Understanding of electrical and communications needs for ITS and All Electronic Toll Collection components of the project during and after construction -- 10 points maximum
- Business Diversity component -- 10 points maximum

- Business Diversity plan to meet/exceed the goal -- 6 points maximum
- Historical subcontractor utilization on previous/similar projects -- 2 points maximum
- Participation in a teaming arrangement with a certified D/M/WBE firm in the last two years -- 2 points maximum

Selection Committee members shall individually score each evaluation item listed above under Stage Two, with the Business Diversity component being scored solely by the Business Diversity Selection Committee member. The total score from each Selection Committee member, with the addition of the Business Diversity score shall be averaged and highest scoring firm shall be recommended for selection by the Selection Committee.

A. Selection and Contract Award

In accordance with the Authority's Procurement Policy and the Texas Professional Services Procurement Act, the Authority shall: (a) first select the most highly qualified (or highest scoring) provider of the Services on the basis of demonstrated competence and qualifications, and (b) then attempt to negotiate with that Respondent a contract at a fair and reasonable price.

If the Authority is unable to execute a satisfactory contract with the selected Respondent, the Authority shall formally end negotiations with that Respondent, and the Authority may issue an intent to contract and commence negotiations with the next most-highly qualified Respondent as selected by the Authority. This process shall be undertaken in this sequence until a satisfactory contract is awarded or the Authority, at any time, withdraws its intent to contract and rejects all responses. The Contract shall be governed under, and the rights and obligations of the parties shall be determined in accordance with, the laws of the State of Texas, including its enabling legislation (Chapter 366 of the Transportation Code), and the applicable provisions of the Authority's Procurement Policy. Respondents are encouraged and expected to familiarize themselves with those laws and provisions.

VII. ADDITIONAL REQUIREMENTS

A. Conflict of Interest

A Respondent shall not be eligible to contract with the Authority if a Board member, employee or agent is related to the Respondent within the second degree of consanguinity or affinity, as determined under Chapter 573, Government Code. A Respondent shall complete a conflict of interest disclosure statement in the form attached hereto as "Attachment B" and incorporated herein, disclosing any business or familial relationships with Board members, employees or agents of the Authority, which may disqualify the Respondent from consideration.

Additionally, to avoid potential conflicts of interests related to the provision of other services to the NTTA including, but not limited to, conflicts that might arise from review and/or management of services, the Authority's current Program Management Consultant, the General Engineering Consultant, and the Maintenance Management Consultant, and their subconsultants, will not be eligible to provide project design services to the NTTA, as either a prime contractor or a subcontractor on this project.

In addition to established professional canons of ethics, the Authority expects the following with respect to its consultants' work for the Authority and other toll authorities. Provisions governing the following matters shall be and are hereby made a part of the Contract.

1. Subconsultants

Services assigned to subconsultants must be approved in advance by the Authority. The subconsultants must be qualified to perform all work assigned to them. Responsibility for sublet, assigned, or transferred work shall remain with the Consultant.

2. No Hostile Positions or Interests

The Consultant will not knowingly support, advance or endorse any project, plan, position or initiative that is hostile to the Authority's announced position or interests. If the Consultant believes that another of its clients is seeking services or support for such a matter, it must contact the Authority immediately. The Authority will determine if (and the extent to which) the matter is hostile to the Authority's position or interests, and what steps, if any, are required – which may include that consultant declining work offered by another party. A project, plan, position or initiative is "hostile" to the Authority's position or interests if it (a) substantially and materially conflicts with; (b) is substantively incompatible with; or (c) is overtly antagonistic to that position or those interests.

3. Confidentiality

Except as otherwise instructed by the Authority, the Consultant will maintain the confidentiality of all proprietary, trade secret, sensitive, or other confidential information that would not be subject to disclosure under the Texas Public Information Act that it will receive as a result of work as a consultant to the Authority.

4. No Added Costs or Different Contact Persons

In addressing conflicts resulting from the Consultant's work for the Authority and another client, the Authority will not be required to expend more money or to work with different organizations or representatives of its consultant than if the conflict did not exist. For example, the Authority will not be required to separately retain a new

entity to procure the services it otherwise obtains from the Consultant in order for that entity to support another client. The Consultant should develop sufficient expertise and experience within its organization to ensure that the Authority is not asked to work with a representative who is unfamiliar either (a) with the Authority's activities or (b) to the Authority's Board and staff.

5. Access To Expertise Acquired Elsewhere

The Consultant will use know-how, experience, and other expertise acquired performing services for other clients in performing Services for the Authority, at no cost to the Authority. The foregoing shall not apply to the extent such disclosure or use would violate restrictions regarding proprietary, trade secret, sensitive or other confidential information. The Authority believes this is a reasonable expectation since its consultants will be (and have been) making use of expertise they acquired at the Authority's expense in serving other clients. The Consultant should take reasonable steps to ensure the communication and sharing of information required to provide the Authority this expected benefit.

In an appendix, indicate an understanding of these expectations and note any portions of the above with which you take exception.

B. Contractor Obligations Regarding Disadvantaged, Minority and Women-Owned Business Enterprises (D/M/WBE)

It is the policy of the Authority Board of Directors that disadvantaged, minority and women-owned businesses will have the maximum practicable opportunity to participate in the awarding of Authority contracts and related subcontracts. To help execute the policy, the Authority has developed a Business Diversity Policy (BDP), which is attached hereto and incorporated herein for all purposes as "Attachment C".

The selected firm must:

- Submit a statement as to whether your firm has familiarized itself with the BDP policy of the Authority.
- Describe the efforts made or that will be made for D/M/WBE participation if your firm were to receive this assignment.
- List D/M/WBE firms employed by your firm whom you propose to be assigned to this project and describe their level of endeavor and responsibility.
- Describe what work, if any, will be subcontracted to a D/M/WBE firm. If so, provide the name of the firm, the principals, and a summary of the work to be performed. Your firm, as "prime contractor", will be responsible for submitting a monthly report of the status regarding all of its subcontractors including D/M/WBEs. Reports will be submitted monthly to the Authority's BDD Liaison in the form designated by the BDD Liaison with each monthly invoice submitted by the "prime contractor".

C. Insurance

The selected firm shall maintain professional liability and other insurance, set forth by the requirements in Attachment E, which shall be evidenced by a certified statement of insurance. If at any time the selected firm fails to maintain the minimum insurance requirement, the contract will be subject to termination. The selected firm will be required to provide errors and omissions coverage including limits of coverage. The Authority may require additional policies and/or increased coverage limits of the selected firm. The selected firm shall be responsible for any deductible stated in any policy required under Operator's insurance contract.

In the event that the selected firm fails to maintain said insurance at the levels specified, through the duration of the contract, the Authority may cancel the contract. Any failure by the Authority at any time, or from time to time, to enforce or require strict keeping and performance of any of these terms or conditions shall not constitute a waiver of such terms or conditions or any breach, and shall not affect or impair such terms or conditions in any way, or the right of the Authority to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

Any lapses in the coverages required of the Consultant to be carried by the requirements in Attachment E, must be reported to the Authority as soon as the Consultant discovers the lapse in coverage. The Authority, in its sole discretion, may either terminate the Contract under its terms or require the Consultant to provide adequate assurances that the Authority is not exposed to any liability as a result of the lapse in coverage. The form of those assurances shall be left to the sole judgment of the Authority. The Consultant agrees to reimburse any administrative or legal expenses incurred by the Authority in curing any lapse in required coverages.

D. Indemnity

THE SELECTED FIRM WILL BE REQUIRED TO DEFEND, INDEMNIFY, AND HOLD THE AUTHORITY AND ALL OF ITS OFFICERS, AGENTS, EMPLOYEES AND OFFICIALS WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES, COSTS, AND EXPENSES FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY OR FROM, ANY NEGLIGENT ACT OR OMISSION OF THE SELECTED FIRM, OR ANY AGENT, SERVANT OR EMPLOYEE OF THE SELECTED FIRM, IN THE EXECUTION OF PERFORMANCE OF THE CONTRACT, WITHOUT REGARD TO WHETHER SUCH PERSONS ARE UNDER THE DIRECTION OR CONTROL OF THE AUTHORITY'S AGENTS OR EMPLOYEES.

E. Open Records

Respondents are advised that information included in a proposal is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the Act). Information a third party submits to or prepares on behalf of the Authority is subject to the Act and must qualify for an exception provided by the Act to be withheld from public

disclosure. Information is not confidential under the Act simply because the party submitting the information anticipates or requests that it be kept confidential. The Authority cannot bring information within an exception to disclosure under the Act merely through a contract or agreement that provides to keep the information confidential. Accordingly, a Respondent whose proposal may include information that the Respondent believes in good faith to be proprietary or commercial information, and that the Respondent otherwise keeps confidential for competitive reasons, is responsible for clearly identifying the confidential information and proving that such information qualifies for an exception to public disclosure under the Act. Each item of such information must be separately and conspicuously labeled "Confidential Proprietary Information." The Authority, its directors, officers, employees, agents, and attorneys shall not be liable for any disclosure of any information submitted in a response to this RFP. By submitting a proposal, the Respondent waives any claim against, and releases from liability, the Authority, its directors, officers, employees, agents, and attorneys with respect to disclosure of any information included in the proposal, including information labeled as "Confidential Proprietary Information." The Respondent also authorizes the Authority, at its sole option, to submit any information contained in the proposal, including information the Respondent has labeled as being proprietary, to the Office of the Attorney General for a determination as to whether any such information submitted by the Respondent may be excepted from public disclosure under the Act, either by its provisions alone or in conjunction with other law. For the purpose of asking the Office of the Attorney General to determine whether an exception to disclosure exists for information the Respondent deems to be proprietary, the Authority will submit to the Attorney General only that information the Respondent has specifically labeled "Confidential Proprietary Information." Each Respondent will be responsible to submit reasons for non-disclosure of the information to the Texas Attorney General pursuant to Tex. Gov't Code §552.305(b).

F. Inspection of Books and Records

The Authority, its employees, agents or any duly authorized representative of the Authority, shall have the right at all reasonable times to inspect and examine the books and records of the Consultant, in whatever form said records may be kept, at Consultant's office for all lawful purposes, including but not limited to the following:

- Examination;
- Audit;
- Investigation;
- Contract Administration;
- Checking the salary costs and other expenses described and/or contemplated in the Agreement; or
- Otherwise confirming compliance with the terms of the Agreement.

Books and records for the purposes of this section shall include any and all authorization logs, transaction records, books, documents, and papers that are directly pertinent to the performance of the services covered under this Agreement. The Consultant shall

maintain such records, together with such supporting or underlying documents and materials, for the duration of this agreement and according to the Authority's Records Retention Schedules after the completion of this agreement, including any and all renewals or extensions thereof. The records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Authority, through its employees, agents, representatives, contractors or other designees, during normal business hours. Consultant will provide such access in reasonable comfort and will provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section.

G. Ownership of Plans

Notwithstanding any provision in the Agreement or in common law or statute to the contrary, all of the plans, tracings, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, logs, survey notes, test procedures, test data, recommendations, reports, other data, materials, and any part thereof, compiled or to be compiled by the Consultant, together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority.

H. Most Favored Customer

The selected firm shall voluntarily provide the Authority with the benefits of the most favorable terms it has, or negotiates, with its other customers. In furtherance of the foregoing, the Contract shall provide that throughout the term of the Contract, all billings by the Consultant shall be subject to rate discounts and other benefits consistent with the most substantial discounts and benefits that the Consultant provides to its other customers.

I. Conditions Affecting the Work

The selected firm shall be responsible for having taken steps reasonably necessary to ascertain the nature and extent of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure to do so will not relieve the selected firm from responsibility for successfully performing work without additional expense to the Authority.

J. Laws and Regulations

Each selected firm shall be responsible to fully inform itself of the requirements of, and to comply with, any applicable State of Texas, Federal and jurisdictional laws and regulations governing the Services to be provided under the Contract. Further, each selected firm shall be responsible to obtain, at its own cost and expense, any and all licenses/permits required to transact business in any political jurisdictions to be serviced.

K. Respondent's Acknowledgement

By submitting a response to this RFQ, each Respondent unequivocally acknowledges that the Respondent has read and fully understands this RFQ, and that the Respondent has asked questions and received satisfactory answers from the Authority regarding any provisions of this RFQ to which the Respondent desired clarification.

ATTACHMENT A

**NORTH TEXAS TOLLWAY AUTHORITY
SCOPE OF SERVICES**

FOR

**DESIGN SERVICES FOR THE DALLAS NORTH TOLLWAY AND PRESIDENT
GEORGE BUSH TURNPIKE INTERCHANGE AND DALLAS NORTH TOLLWAY
MAINLANES AND RAMP MODIFICATIONS**

NOTE: This Scope of Services is attached to the Request for Qualifications to Serve as Design Engineer to the North Texas Tollway Authority (the “RFQ”) and is made a part of the RFQ as if set forth in the body of the RFQ. All terms used in this Scope of Services have the same meaning given to those terms in the RFQ.

This Scope of Services is being provided to Respondents as part of the RFQ for informational purposes only. The Authority anticipates that a similar attachment will be attached to and made a part of the Contract with the Consultant. However, the Authority reserves the right to make modifications and clarifications to this form prior to its attachment to the Agreement for these Services to be negotiated between the Authority and the Consultant.

**EXHIBIT A
NORTH TEXAS TOLLWAY AUTHORITY
GENERAL SCOPE OF SERVICES
FOR
DESIGN ENGINEER
03549-DNT-00-PS-PM**

Project Description

Facility	Dallas North Tollway (DNT/PGBT Interchange)
Location (City, County)	City of Plano, Collin County
Length (miles)	2.27
Limits (Station)	Station 830+00 to Station 940+00

Project Classification

<input type="checkbox"/>	New Location Tollway
<input type="checkbox"/>	Convert Freeway to Tollway
<input checked="" type="checkbox"/>	Widen Tollway
<input type="checkbox"/>	Rehabilitation Existing Road (Scarify & Reshape)
<input checked="" type="checkbox"/>	Bridge Widening or Rehabilitation
<input type="checkbox"/>	Bridge Replacement
<input type="checkbox"/>	System Wide Design Guidelines Implementation
<input checked="" type="checkbox"/>	New Mainlane or Ramp Toll Gantry
<input type="checkbox"/>	Reconstruction or Rehabilitation of Existing Building Structure

The work to be performed by the Design Engineer under this contract consists of providing engineering services required for the preparation of Plans, Specifications and Estimates (PS&E) for the:

- Modifications of the mainlanes and ramps along the Dallas North Tollway (DNT) from President George Bush Turnpike (PGBT) to south of Parker Road
- The widening of the existing interchange direct connectors bridge structures on the north side of the DNT/PGBT interchange
- The relocation and electronic tolling of the existing DNT Mainlanes entrance and exit ramps of Park Boulevard (2 ramps)
- The addition and electronic tolling of an entrance and exit ramps to and from Park Boulevard from the DNT/PGBT direct connectors (2 ramp)
- The electronic tolling of the existing Plano Parkway entrance and exit ramps (2 ramps)
- The relocation of existing fiber optic cable trunklines and laterals, the removal, relocation and addition of ITS elements, and maintenance of temporary communications and operation of ITS and tolling elements

The existing traffic capacity and number of main lanes and frontage road lanes must be maintained at all times during construction of the new facility, with any exceptions to be approved by the North Texas Tollway Authority (Authority). The Design Engineer shall provide calculations, designs, plans, required details and quantities to include roadway design, grading, paving, sidewalks, any water and sewer lines owned by others, drainage, traffic signals, ITS elements, signing, pavement markings, illumination, traffic control plans, storm water pollution prevention plans, retaining walls, toll gantry facilities, fencing, sound walls, sleeves, specifications, and cost estimates, and all incidentals as required. The Design Engineer

shall also prepare the bridge layouts and furnish the structural details and bridge quantities. The Design Engineer shall prepare designs in accordance with Authority's manuals: QMS, PS&E Guide, Design Guidelines, Design Criteria Manual and Design Checklists, etc. These are available at <http://www.ntta.org>.

The Authority has developed design guidelines that provide parameters to help preserve, maintain, or improve its assets to ensure the maximum useful life and provide acceptable service to its customers. It will be Design Engineer's responsibility to consider and provide designs which address the life-cycle costs of asset given in the design guide.

In general, and except as may be modified herein or directed by the Authority, all engineering designs, plans, specifications and construction procedures will follow the usual practices of the Authority and the Texas Department of Transportation (TxDOT) for work of similar character and extent.

The Design Engineer shall identify, prepare exhibits and complete all necessary forms for Design Exceptions and/or Waivers within project limits prior to the 30% Submittal. These exceptions shall be provided to the Authority for coordination and processing of approvals. If subsequent changes require additional exceptions, the Design Engineer shall notify the Authority as soon as possible after identification.

The Design Engineer shall coordinate the development of the PS&E with any local entity having jurisdiction or interest in the project (e.g. TxDOT, city, county, municipal utility district, etc.) or the engineering firm or firms performing similar engineering or engineering-related services, and shall cooperate fully with them in all matters.

Continuous close contact and cooperation between the Design Engineer and other firms furnishing engineering or engineering-related services, and between the Design Engineer and the Authority, and the Authority's Consultants will be essential to obtain the uniformity and high professional standard of design and construction which is mandatory throughout the design and construction of the project.

The Design Engineer shall collect, review and evaluate the available existing data pertaining to the project and prepare the Plans, Specifications and Estimates in accordance with the requirements and policies of the Authority.

The Design Engineer shall be responsible for identifying and delineating required temporary construction easements in areas outside the Authority's ROW. The Authority shall secure the necessary legal instruments. If, as the plans are further developed, it becomes apparent that easements or additional right of way is required within or abutting the Project, the Design Engineer shall immediately determine its extent and recommend to the Authority the limits of said easements or additional right of way required.

An evaluation of the Design Engineer's performance, professionalism, fee proposal spreadsheets for work, quality of plan preparation, etc. will be performed by the Authority.

Items To Be Furnished By The Authority

The Authority will furnish to the Design Engineer the following items:

- Conceptual designs and approved environmental checklist documents
- Available horizontal control points
- Schematic ITS Plan
- Available benchmark elevations and descriptions for vertical control

- Prepare required legal description, plats and sketches when additional ROW and/or easement(s) required
- ROW staking for additional field topography related to design work
- Photogrammetric mapping
- An electronic copy of the existing 2D Microstation planimetrics mapping file, on a reproducible CD
- Existing roadway 3D Microstation Digital Terrain Mapping (DTM) file on a reproducible CD
- Existing facilities construction documents and “as-builts”
- Available interface data for any projects adjacent to, crossing, and/or within limits
- Available existing traffic counts and design year traffic projections necessary to develop the traffic control plans
- Authority’s CADD Guidelines (Latest Version) including Microstation seed files, Microstation resource files, and title sheet
- Existing geotechnical information, if available
- Available right-of-way maps
- Applicable Authority’s special specifications, special provisions
- Latest Authority’s bid tabulations
- Sample Invoice and Progress Report
- The Authority will secure all required agreements with governmental agencies and others
- Assistance will be provided to the Design Engineer to obtain the required data and information from other local, regional, TxDOT and federal agencies
- Timely review and decisions necessary for the Design Engineer to maintain the contracted project schedule
- Design criteria for roadway, structures, drainage, and hydraulics
- Aesthetic guidelines for all bridges

The services designated herein as “Services provided by the Engineer” shall include the performance of all professional engineering services for the above described project. In no way limiting the complete character of the services to be performed by the Design Engineer, the following is given as indication of the extent of those services and of the procedures contemplated

1) Geotechnical

All geotechnical work should be performed in accordance with the latest version of the NTTA’s Geotechnical Engineering Criteria:

- The Design Engineer shall determine the location of proposed soil borings for bridge design and retaining walls. The Authority will review and provide recommendation for a boring layout submitted by the Design Engineer showing the general location and depths of the proposed borings. Once the Design Engineer receives the Authority’s recommendations they shall perform soil borings (field work), soil testing and prepare the soil borings in accordance with TxDOT’s procedures.
- Perform soil borings, testing and analysis to include global stability analysis, settlement analysis and foundation design recommendations for retaining walls, overhead sign structures, along storm sewer alignment, bridges, pavement structure, pavement subgrade stabilization embankments and any temporary soil retaining systems. The Design Engineer shall propose to the Authority for its approval, alternative pavement cross sections for all new pavement that will be constructed adjacent to and tie into existing pavement. The proposed pavement cross section shall include pavement type and structure, and pavement subgrade. The alternatives shall consider existing pavement and subgrade conditions, future maintainability, constructability, and the advantages and disadvantages of similar and dissimilar pavement cross sections.

- Provide a signed, sealed (by the Design Engineer and the Geotechnical Engineer) and dated geotechnical report which contains soil boring locations, logs of borings, laboratory test results and design capacity curves including skin friction and point bearing for piling and drilled shaft foundations. If scour analysis needs to be done then Grain Size distribution curves with D50 value and consolidation summary report should be provided
- Sign, seal and date soil boring data sheets to be used in the PS&E package. The preparation of soil boring data sheets are to be in accordance with Authority's standards.
- Core photographs and testing for pavement design is not included in this scope of services.

2) Field Surveying

The Design Engineer shall provide supplemental field surveying services necessary to verify the Digital Terrain Model (DTM), produce topographic maps, establish the project baseline on the ground, locate and tie existing utilities to the project baseline, update topography and to complete/extend the original main lane cross sections if deemed necessary. Coordinate geometry shall be based on and tied into State plane surface coordinate system. During all surveying operations the traffic shall be controlled in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices-Part IV. Unless noted otherwise, it will be the Design Engineer's sole responsibility to provide all traffic control measures for the entire design team, including sub-consultants.

- Secure permission to enter private property for the purpose of performing any surveying and or soil boring activities. In pursuance of the Authority's policy with the general public, the Design Engineer shall not commit acts which will result in damages to private property and the Design Engineer will make every effort to comply with the wishes and address the concerns of private property owners
- Verify the benchmark coordinates and establish additional horizontal and vertical control for the project. The Design Engineer shall coordinate control with the adjacent Design Engineers, if any for consistency and accuracy of the project. In the event agreement cannot be reached, each Design Engineer shall meet jointly with the Authority for resolution. The Authority shall have Authority over the Design Engineers' disagreements and its decision shall be final
- Stake Project Baseline: The project baseline must be coincidental with, or parallel to, the stationed "Design Center Line." Baseline control points shall be established using 15M(ASTM) (5/8 inch) iron rods, 36 inches long, at P.C.'s, P.I.'s and P.T.'s of horizontal curves and at 1000 feet maximum intervals on tangents. Baseline control points shall be offset with set iron rods on both sides near the existing ROW lines at a measured distance. If available, coordinate to field tie to the Project baseline set by adjacent Design Engineers for consistency and accuracy
- Vertical Control: Locate previously set benchmarks established by TxDOT and Authority (State Datum); establish benchmark circuit (run levels) throughout the Project; establish additional benchmarks at intervals not to exceed 1,000 feet for the limits of the Project; tie benchmarks (station/offset) to Project baseline. Benchmarks shall be 20M (ASTM) (3/4-inch) diameter, 48 inches long, located near the existing ROW line at a measured distance. All benchmark circuits shall be tied to the State's elevation datum. Perform the benchmark circuits in accordance with good surveying practices. The Surveyor shall verify the closure and submit adjustments to Authority in a format provided by the Authority, for approval prior to beginning the field surveys
- Provide supplemental topographic data of intersecting facilities (Roads, driveways etc.) for tie into project
- Ties to existing underground and overhead utilities (location, elevation, size and direction)
- Determine and make changes to topography from outdated maps due to development, erosion, etc.
- Obtain profiles of existing drainage facilities to remain including culverts, inlets, manholes, storm drains etc.

- Obtain top of manhole and flowline elevations, type and size, etc. of manholes, inlets, and valves of utilities that require adjustment
- Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits
- Obtain ties to existing bridges or culverts that may conflict with new construction
- Obtain additional existing ground cross sections as necessary to supplement the DTM files
- Obtain line (PGL) and the edges of slab at bent location, intermediate break points, if they exist and low beam elevation at all water crossings
- The Surveyor shall control traffic in and near surveying operations adequately to comply with the latest edition of the *Texas Manual on Uniform Traffic Control Devices*. In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the Design Engineer's surveyor and approved by the Authority prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to Authority personnel upon request. The Traffic Control Plan shall meet all requirements as those set forth for roadway construction, including, but not limited to, number of lane closures, times of days for lane closures, methodology, etc.
- All standards, procedures and equipment used by the Surveyor shall be such that the results of survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors. At a minimum, the following standards of accuracy shall be met:
 - i. Horizontal Ground Control
 - (a) The coordinate location of the traverse points shall be based on traverses conducted by the Surveyor meeting standards of accuracy as set forth below.
 - (b) Reference may be made to standards of accuracy for Second Order, Class II, horizontal control traverses as described in the latest edition Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*.
 - (c) Azimuth closure shall not exceed 4.5 seconds times the square root of the number of traverse segments.
 - (d) Position closure after azimuth adjustment shall not exceed 1 in 20,000.
 - (e) In cases where a traverse approaches but does not entirely meet these standards of accuracy and the Surveyor has assured itself those gross errors, mistakes and blunders have been eliminated, the Surveyor shall submit the traverse data to the Authority for further review. The Authority will make a determination as to the acceptability of the traverse as an exception to the standard and notify the Surveyor accordingly.
 - ii. Vertical Ground Control
 - (a) Elevations established on the benchmarks shall be conducted by the Surveyor meeting standards of accuracy as set forth below. Reference may be made to standards of accuracy for third order vertical control traverses as described in the latest edition Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*.
 - (b) Vertical closure shall not exceed 0.05 feet times the square root of the distance in miles.
 - (c) In case where a traverse approaches but does not entirely meet these standards of accuracy and the Surveyor has assured itself that gross errors, mistakes and blunders have been eliminated, the Surveyor shall submit the traverse data to the Authority for review. The Authority will make a determination as to the acceptability of the traverse as an exception to the standard, and the Authority will notify the Surveyor accordingly.
 - (d) Document field work and submit field data to the Authority

3) Route and Design Studies:

- a) **Data Collection:** The Design Engineer shall collect, review and evaluate data described below. The Design Engineer shall notify the Authority in writing whenever the Design Engineer finds disagreement with the information or documents:
 - i. Data, if available, from the Authority, TxDOT, City(s) and County(s), including “as-built plans”, existing conceptual designs, right-of-way maps, SUE mapping, existing cross sections, existing planimetrics mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, BRINSAP records, PMIS data, identified endangered species, identified hazardous material sites, hail route and their requirements and other environmental constraints and commitments, current unit bid price information, current special provisions, special specifications, and standard drawings.
 - ii. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
 - iii. Utility plans and documents from appropriate municipalities and agencies.
 - iv. Readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers, local municipalities and other governmental agencies in addition to that provided by the Authority.

- b) **Field Reconnaissance:** The Design Engineer shall conduct field reconnaissance and collect data including a photographic record (to be maintained in the Design Engineer’s office) of notable existing features.

- c) **Design Concept Conference:** The Design Engineer, in cooperation with the Authority shall plan, attend and document a Design Concept Conference (DCC). Personnel from the Authority, PMC, and other agencies (as required) will participate. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:
 - i. Technical evaluation of the existing Conceptual Design and, if necessary, modify the existing Conceptual Design or develop alternative concepts that would improve the project’s overall value.
 - ii. Roadway and drainage design parameters
 - iii. Engineering and environmental constraints
 - iv. Project development schedule
 - v. Other issues as identified.

- d) **Roadway and Hydraulic Design Criteria:** The Design Engineer shall design the project according to the Authority’s design criteria. The Design Engineer shall supply project specific design criteria (typical sections, estimate, design exceptions, etc.) to be inserted into the Design Elements for discussion at the DCC.

4) Environmental Studies and Public Involvement:

Public Involvement: If required, the Design Engineer shall provide technical assistance, preparation of exhibits for, and minutes of meetings to inform the public of impacts to neighborhoods and businesses due to roadway shutdowns, detours and access restrictions.

5) Right-of-Way Data:

Right-of-Way Map: The Design Engineer shall review and evaluate the proposed right-of-way map to verify that all construction staging and alignment considerations have been taken into account. If it is necessary to obtain additional construction easements and/or right-of-entry, the Design Engineer shall notify the Authority in writing of the need and justification for such action.

The Design Engineer shall identify all existing utilities that will conflict with the construction of this project within these construction easements and/or right-of entries (short of litigation)

6) Traffic Control Plan, Detours and Sequence of Construction:

- The Design Engineer shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP shall be developed in accordance with the latest edition of the *Texas Manual on Uniform Traffic Control Devices for Streets and Highways* (Texas MUTCD). The Design Engineer is to implement the current Barricade and Construction (BC) standards as applicable. The Design Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Design Engineers, if applicable
- The Design Engineer shall maintain continuous access to abutters during all phases of the TCP. The Design Engineer shall develop an inventory of all abutters along its alignment. The Design Engineer shall prepare exhibits for and attend meetings with the public, as requested by the Authority.
- The Design Engineer shall make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines.
- The Design Engineer shall develop a temporary drainage plan to coincide with the proposed construction staging of the Design Engineer's project and phasing of adjacent projects. Temporary drainage (size, elevation) shall be shown in plan view on the TCP sheets.
- The Design Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Design Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The Design Engineer shall show temporary roadways, ramps, structures (including railroad shoo-fly) and detours required to maintain lane continuity throughout the construction phasing.
- Where detours are required, the Design Engineer shall develop typical sections, calculate quantities, and show horizontal and vertical alignment information. The Design Engineer shall provide a detailed layout and arrangement of construction signs, construction pavement marking, traffic control devices (including temporary signals and signal heads), temporary drainage and temporary safety structures.
- The Design Engineer shall assist the Authority in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists and neighborhoods.
- The Design Engineer shall assist the Authority in developing time of day lane closure restrictions and/or lane rental specifications.

7) Removal Plans

- The Design Engineer shall prepare removal plans detailing the removal limits and quantities of existing pavement, utilities, landscape, bridges, toll plaza structures, and various other removal items. The Design Engineer shall be required, whenever necessary, to contact the property owners and obtain any information that is needed so that the construction plans and specifications fully describe the work to be done. When appurtenances to buildings and toll plaza structures, such as water lines, sanitary and storm sewer lines, utility service lines, wells, springs, septic tanks, underground storage tanks, etc., will be covered, exposed, or otherwise affected by or conflict with construction of the Toll Road, the construction plans shall show the necessary disposition of these items.

8) Roadway Design:

Refine Conceptual Designs: The Design Engineer shall review the conceptual designs provided by the Authority to confirm their understanding of the project and to verify completeness and accuracy of the information. The Design Engineer shall refine the horizontal and vertical alignment of the design conceptual designs for main lanes, ramps, direct connectors, frontage roads, cross streets, including grade separation structures. The Design Engineer shall determine vertical clearances at grade separations and overpasses, taking into account the appropriate super-elevation rate and structure depth. Minor modifications in the alignment will be considered to provide optimal design. Modifications must be coordinated with the Authority and adjacent Design Engineers, if any.

Roadway Design: The Design Engineer shall provide roadway plan and profile drawings using Authority's CADD Guidelines. The drawings shall consist of a planimetrics file of existing features and files of the proposed improvements. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown. Plan and Profile to be shown on *separate* or *same* sheets (this depends upon width of pavement) for mainlanes, ramps, frontage roads, and direct connectors.

Plan Preparation: The Design Engineer shall prepare roadway plans, profiles and typical sections for the proposed improvements. This scope of services and the corresponding cost proposal are based on the Design Engineer preparing plans to construct mainlanes, direct connectors, ramps, frontage roads, and cross streets at intersections. The roadway plans shall consist of the types and be organized in the sequence as described in Authority's PS&E Guide.

a) **Plan View:** The plan view shall contain as minimum the following design elements:

- i. Calculated roadway centerlines for new mainlanes, ramps, cross streets and frontage roads. Horizontal control points shall be shown. The alignments shall be calculated using GEOPAK.
- ii. Pavement edges for all improvements (mainlanes, direct connectors, ramps, cross streets, driveways, and frontage roads).
- iii. Lane and pavement width dimensions.
- iv. The geometrics of ramps and auxiliary lanes.
- v. Proposed structure locations, lengths and widths.
- vi. Direction of traffic flow on all roadways. Lane lines and/or arrows indicating the number of lanes shall also be shown.
- vii. Control of access line, & ROW lines and easements.
- viii. Begin/end superelevation transitions and cross slope changes.
- ix. Limits of riprap, block sod, and seeding.
- x. Existing utilities and structures.
- xi. Benchmark information.
- xii. Radii callouts, curb location, CTB, guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

b) **Profile View:** The profile view shall contain the following design elements:

- i. Calculated profile grade for proposed mainlanes, direct connectors, ramps, cross streets and frontage roads. Vertical curve data, including "K" values shall be shown.
- ii. Existing and proposed profiles along the proposed centerline of the mainlanes, and the outside shoulder line of ramps.
- iii. Existing profiles at the ROW line and proposed profiles along the proposed centerline of the outside gutter line of the frontage roads.
- iv. Water surface elevations at major stream crossing for 10-, 25-, 50-, and 100- year storms, and 500-year storm for lake crossings.
- v. Calculated vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate, superstructure depth and required clearance.
- vi. The location of interchanges, mainlanes, grade separations and ramps (shall include cross sections of any proposed or existing roadway, structure, or utility crossing).

- vii. Drawing vertical scale to be 1"=10'.
- c) **Grading Plans:** A plan scale of 1"=100' (at 11"x17") for grading work shall generally be used except where a larger scale may be required to satisfactorily delineate the work, such as bridges, interchanges, street intersections, and toll gantries
- d) **Typical Sections:** Typical sections shall be required for all proposed and existing roadways and structures. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section shall also include PGL, centerline, pavement structure, required and allowable longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed/existing structures including retaining walls, riprap, limits of embankment and excavation, etc.
- e) **Mainlane and Frontage Road Design:** The Design Engineer shall provide the design of mainlanes with full shoulders, frontage roads, entrance and exit ramps, and auxiliary lanes.
- f) **Interchange:** The Design Engineer shall be responsible for the complete design of the mainlanes and ramps, auxiliary lanes and direct connectors, and as shown on the conceptual designs. The interchange design shall be consistent with the conceptual designs and shall include a plan and profile of the thoroughfares, intersection layout, drainage structures, sidewalks, geometrics, signalization, turnaround details, and transitions to existing roadway.
- g) **Cross Sections:** The Design Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide design cross sections at 50 feet intervals along mainlanes, ramps, and cross streets. Additional cross sections may be required at break points, including ends of bridges. Cross sections and quantities shall consider existing pavement removals.
- h) **Pavement Design:** The Design Engineer shall provide pavement structure designs, and pavement subgrade stabilization and embankment designs based on the soil exploration results.

9) Retaining Walls:

The Design Engineer shall provide layouts (scale 1"=40'), elevations, quantity estimate, summary of quantities, typical cross sections, drainage and structural details of all retaining walls within the project. The Design Engineer shall determine if any additional walls are required and verify the need for and length of the retaining walls as shown on the conceptual designs. Retaining wall layouts will follow the general guidelines of the appropriate TxDOT District and the Authority.

a) Layout Plan

- i) Designation of reference line
- ii) Beginning and ending retaining wall stations
- iii) Offset from reference line
- iv) Horizontal curve data
- v) Total length of wall
- vi) Indicate face of wall
- vii) All wall dimensions and alignment relations (alignment data as necessary)
- viii) Typical wall section(s)
- ix) Wall type(s)
- x) Soil core hole locations

b) Elevation:

- i) Top of wall elevations

- ii) Existing and finished ground line elevations
- iii) Vertical limits of measurement for payment
- iv) Type, limits and anchorage details of railing (only if Traffic Railing foundation standard is not being used on this project)
- v) Top and bottom of wall profiles and soil core hole data plotted at correct station & elevation. Groundwater elevations shall be shown.
- vi) Show all utilities within the parameters of the proposed walls. This identification should include utility type, size, material, depth, and all other pertinent information.
- vii) Designs shall illustrate all wall drains, wall drain clean outs, wall drain outfalls, wall flume outfalls, and all other pertinent wall drain information.
- viii) Foundation details as recommended in Geotechnical investigations.

c) General Guidelines for Retaining Walls

- i) The Design Engineer shall incorporate soil core hole data sheets prepared, signed, sealed, and dated by the Design Engineer. The soil boring sheets shall be in accordance with TxDOT WINCORE software as can be found on the Texas Department of Transportation website.
- ii) The Design Engineer shall make final design calculation and final detail drawings in accordance with standard requirements of the Authority.

10) Drainage Design:

- For drainage areas, the Design Engineer will make every effort to limit the outfalls into existing storm sewer to existing capacity flows, which will be determined by the Design Engineer. Alternate flow routes, if feasible, will be looked into for relieving storm sewer overload. The amount of the total detention storage to control storm sewer runoff for the design frequency will be determined, as well as a rough estimate of the available on-site volume.
- Drainage areas and flows for cross culvert drainage systems will be determined as part of the drainage report. Sizing of the drainage crossings and hydrologic information once determined, will be provided to the Authority.
- i. An impact analysis is required on water crossings as related to the TxDOT and FEMA criteria for the 100 year storm. The TxDOT required approach for impact prediction is as follows:
 - (1) Drainage areas for the existing and proposed conditions.
 - (2) The Design Engineer will identify the existing drainage outfalls.
 - (3) Compute right of way corridor 100 year flood plain volumes for existing and proposed roadway elevations. A decrease in 100 year flood plain volumes is not allowed by the TxDOT or other governmental agencies, without adequate offsite mitigation.
 - (4) Compute existing and proposed peak flows by using hydraulics and hydrologic methodology and computer models. The additional lanes should be accounted for by increasing percent development.
 - (5) Storage computations will be based on hydrograph calculations and peak flows obtained in the item above. A mitigation volume for the 100 year storm will be computed.
 - (6) Analyze existing and proposed drainage system and quantify the increase in 100 year peak flows resulting from the roadway improvements.
 - (7) Calculations shall be provided which quantify the cut and fill within the 100 year flood plain, if any occur.
 - (8) Prepare conceptual 100 year sheet flow analysis for project utilizing existing and proposed conditions.
 - (9) Obtain current hydrologic and hydraulic computer models from government agencies and review and comment on the models.

- (10) Current models will be updated to existing condition using the available Authority's aerial photographs, and submitted to governmental agencies as the revised existing condition model.
 - (11) Analyze proposed roadway and outfall drainage improvements to quantify impacts top revised existing condition model.
 - (12) The Design Engineer will prepare a report signed, sealed and dated by a registered/licensed Design Engineer, which shall include the preliminary findings of the storm sewer capacities, requirement for line rerouting, preliminary detention storage volumes and initial recommendations on how to mitigate the storm impact on the receiving streams. The report will also include preliminary sizing of the trunkline for the proposed gravity storm sewer within the limits of the project, conceptual and generic discussions of the alternatives considered, a comparative cost associated with each alternative and a recommended solution.
- **Culvert and Storm Drain Design:** The Design Engineer shall develop design details that minimize the interference with the passage of traffic or incur damage to the highway and local property. The Design Engineer shall provide layouts, drainage area maps, and design of all drainage components. The Design Engineer shall design all conventional storm drainage and cross drainage in conformance with the latest edition of TxDOT *Hydraulic Manual*. The Design Engineer shall design all conventional storm drainage and cross drainage systems. When oversized storm drains are used for detention, the Design Engineer shall evaluate the hydraulic grade line throughout the whole system, within the project limits, for the design frequency(ies) and make necessary system adjustments for conformance to program criteria. The Design Engineer shall coordinate with the Authority any proposed changes to the detention systems. The Authority will assess the affects of such changes on the comprehensive drainage studies. Should there be adjacent projects under design, the Design Engineer shall coordinate with the Authority and designers of adjacent projects such that all proposed drainage systems accommodate the proposed construction phasing plan.
 - The Design Engineer shall perform the following:
 - i. Prepare culvert cross sections.
 - ii. Identify areas requiring trench protection, excavation, shoring and de-watering.
 - iii. Prepare drainage area maps.
 - iv. Prepare plan/profile sheets for storm drain systems and outfall ditches.
 - v. Select standard details from TxDOT and Authority's standards for items such as inlets, manholes, junction boxes and end treatment, etc.
 - vi. Prepare details for non-standard inlets, manholes and junction boxes.
 - vii. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
 - viii. Identify pipe strength requirements.
 - ix. Prepare drainage facility quantity summaries.
 - x. Identify potential utility conflicts and design around them, wherever possible.
 - xi. Take into consideration pedestrian facilities, utility impacts, driveway grades, retaining wall, and concrete traffic barrier drainage impacts.
 - xii. Identify existing and proposed ground elevation profiles at centerline of proposed pipe on storm sewer plan and profile sheets.
 - xiii. Show utility locations on plan and elevation views
 - xiv. If applicable, prepare Hydraulic Data Sheets for Bridge Class Culvert(s).
 - **Storm Water Pollution Prevention Plans (SW3P):** The Design Engineer shall develop the SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities,

type, phase and locations of erosion control devices and any required permanent erosion control measures.

- **Layout, Structural Design and Detailing of Drainage Features.**
The Design Engineer shall use standard details where practical. The Design Engineer shall perform layout, structural design and detailing for the following as required:
 - i) Culverts: New culverts; culvert replacement, culvert extension.
 - ii) Storm Sewers: New or modified storm sewers; inlets; manholes; trunk lines.
 - iii) All access points including but not limited to accessible man holes, junction boxes, and inlets with removable grates. Placement of all accessible elements shall be placed within spacing limits as determined by TxDOT and supplemental Authority's requirements.
 - iv) Inlets with grate details and trench drain facilities: All drainage features must be accessible for routine maintenance operations. Unless noted otherwise, slotted drains will not be allowed.
 - v) Subsurface drainage at retaining walls.
 - vi) Outfall channels within existing ROW
 - vii) Bridge deck drainage systems, including internal drainage piping within the bents where required on structures.
 - viii) Connections to existing storm drains, manholes, inlets, and culverts.

11) Utilities:

- The Design Engineer shall identify all utility conflict points and prepare drawings early in the design phase to be used as exhibits in utility agreements. The exhibits shall be prepared using English units. The Design Engineer shall show existing utilities, including those in conflict with construction on this project. The Design Engineer shall prepare plans to avoid or minimize utility adjustments, where feasible. The Design Engineer shall be responsible for sending out notices, with copies of exhibits and plans, including all milestone submittals. The Design Engineer shall determine prior to 30 percent milestone submittal if Subsurface Utility Engineering (SUE) will be required for this project.
- The Design Engineer shall coordinate with and assist the Authority's ROW and Utilities Consultant with obtaining new utilities or the relocation of all existing utilities, including those in conflict with construction on this project
- **Gantry Utilities:** Prepare separate gantry utility service plans and specifications to provide utility lines and connections to proposed and interim toll gantry locations. Utility plans shall include, but not be limited to, electricity, telecommunications, fiber optics, and toll collections electronics.
- **Municipal Utilities:** The Design Engineer shall prepare detail plans, specifications, quantities and estimate for municipal water and sanitary sewer relocations and adjustments to be incorporated into the PS&E package. The quantities and estimate for pertinent bid items shall be broken out separately. This work shall be handled as a supplemental agreement to the contract.

12) Bridge Design:

All proposed improvements and modifications to existing bridge structures shall be designed per the latest edition of TxDOT's *Bridge Design Manual* design methodology for Load and Resistance Factor Design (LRFD). Railroad bridges shall be designed using the latest edition of American Railway Engineering & Maintenance of Way Association (AREMA) and the Railroad owners' requirements. The Design Engineer shall incorporate the recommendations of Authority's aesthetic criteria.

a) Bridge Layout

Prepare Bridge Layout plans and elevations for all bridge types listed below in accordance with the latest edition of the TxDOT's *Bridge Design Manual*, *Bridge Project Development Manual* and *Bridge Detailing Manual*. In addition, the appropriate TxDOT District bridge layout checklist should be followed. Submit to the Authority for approval before proceeding to structural detail design. Coordinate with the Authority to determine the location of soil borings to be drilled by the Design Engineer.

The Bridge layouts in Plan View shall contain the following information:

- 1) Horizontal curve information or bearing of centerline
- 2) Including horizontal, vertical and template information of all roadways or railroads crossed
- 3) Bearing of centerline or reference line
- 4) Skew angle(s)
- 5) Slope for header banks and approach fills
- 6) Control stations at beginning and ending of bridge (with deck elevation)
- 7) Approach pavement and crown width
- 8) Bridge roadway width and curbs, face of rail, shoulders or sidewalks
- 9) Approach slab and curb returns
- 10) Limits and type of riprap
- 11) Proposed features under structure
- 12) Location of profile grade line
- 13) North Arrow
- 14) Typical bridge roadway section including preliminary proposed beam types and spacings.
- 15) Cross slope and superelevation data
- 16) Minimum horizontal and vertical clearance
- 17) Location of soil core holes (station and offset)
- 18) Bent stations and bearings
- 19) Retaining wall locations
- 20) Traffic flow directional arrows
- 21) Railing types shown
- 22) Joint types and seal size, if used
- 23) Beam line numbers consistent with span details
- 24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities)

Bridge Layouts in Elevation View should contain the following:

- 1) Type of foundation
- 2) Finished grade elevations at beginning and end of bridge
- 3) Overall length of structure
- 4) Length, type of spans and units
- 5) Type of railing
- 6) Minimum calculated vertical clearance(s)
- 7) Existing and proposed ground lines clearly marked
- 8) Grid elevations and stations
- 9) Bent numbers encircled
- 10) Standard Title
- 11) Profile grade data
- 12) Type of riprap
- 13) Soil Core Hole information with penetrometer test data
- 14) Fixed/expansion condition of all bents
- 15) Column "H" heights
- 16) Number, size and length of foundations

Provide additional layout requirements for Rail Road as required by the agreement between the Authority and Rail Road owner.

Additional layout requirements for waterway structures and bridge classification culverts:

- 1) Design 100 year peak discharges
 - 2) Design 100 year high water (HW) and any recorded HW data available.
 - 3) Natural through bridge velocities for design 100 year floods
 - 4) Calculated backwater for design 100 year floods
 - 5) Direction of flow for waterway crossings
 - 6) Contours for creek crossing.
- b) **Final Design Calculations and Details:** The Design Engineer shall make final design calculations and final detail drawings, per structure, in accordance with standard requirements of the TxDOT. All bridge design shall be in conformance with the latest edition of the TxDOT's *Bridge Design Manual*, *Bridge Project Development Manual*, *Bridge Detailing Manual*, and *AASHTO Standard Specifications for Highway Bridges*. The Design Engineer's designer and checker shall both check all calculations and initial each page. The Design Engineer shall submit for review all structural design calculations and quantity calculations.
- c) **Staged Construction:** The Design Engineer shall review and evaluate the need for phased construction for all structures in the project limits and advise the Authority of their recommendations. The Design Engineer shall review the as-builts and perform any necessary analysis to determine the structural integrity of any part of the structure that would remain open to traffic.
- d) **Bridge/Cantilever Overhead Sign Layouts:**
The Overhead Sign Bridge (OSB) and Cantilever Overhead Sign Support (COSS) layouts sheet shall contain the following information:
- i) The drilled shaft size and length
 - ii) Soil strength used for design
 - iii) Design height
 - iv) Tower height
 - v) Leg spacings
 - vi) Design wind speed
 - vii) Sign Size and placement

13) Traffic Items:

- a) **Illumination:** The Design Engineer shall provide illumination layout plans, electrical circuit plans and details for roadway lighting system, which shall include toll gantry area illumination, ramp illumination, and ramp/street and high mast (if required) and safety lighting at all intersections and interchanges, as well as at all other locations identified by the Authority and load center locations. The Design Engineer shall prepare exhibits as required to obtain agreements with adjacent municipalities. The Design Engineer shall tabulate all quantities and provide summary sheets. Lighting poles, fixtures, and attachment details shall be designed per Authority's guidelines. This submittal shall include, but not be limited to, the following: pole heights and types, pole locations, circuitry routing and other pertinent conduit information, junction box type and locations, electrical panel location and subsidiary panel information, etc.
- b) **Signing:** The Design Engineer shall prepare drawings, specifications and details for all signs. The Design Engineer shall coordinate with the Authority (and other Design Engineers as

required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. Sign detail sheets shall be prepared for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs. The Design Engineer shall also designate the shields to be attached to guide signs. The proposed signs shall be illustrated and numbered on plan sheets. Sign foundation shall be selected from TxDOT and Authority's Standards. Sign poles, attachments, and details shall be designed per the Authority's criteria, and per the adopted Authority's sign policy.

The Design Engineer shall provide the following information on sign/pavement marking layouts:

- i) Roadway layout.
- ii) Center line with station numbering.
- iii) ROW lines.
- iv) Designation of arrow used on exit direction signs.
- v) Culverts and other structures that present a hazard to traffic.
- vi) Existing signs to remain, to be removed, or to be relocated.
- vii) Proposed signs (illustrated and numbered).
- viii) Existing overhead sign bridges to remain, to be revised, removed or relocated.
- ix) Proposed overhead sign bridges, indicating location by plan.
- x) Storm drain and utilities that could pose conflicts with the foundation(s).

c) **Sign Detail Sheets:**

- i) Design details for large guide signs
- ii) Dimensioning (letters, shields, borders, etc.)
- iii) Designation of shields attached to guide signs

d) **Pavement Markings:** The Design Engineer shall detail permanent and temporary pavement markings and channelization devices on plan sheets. The Design Engineer shall coordinate with the Authority (and other Design Engineers as required) for overall temporary, interim, and final pavement marking strategies. Pavement markings shall be selected from the latest Authority's standards.

The Design Engineer shall provide the following information on sign/pavement marking layouts:

- i) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
- ii) Quantities of existing pavement markings to be removed.
- iii) Proposed delineators and object markers.
- iv) The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
- v) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
- vi) ROW limits.
- vii) Direction of traffic flow on all roadways.

e) Coordinate and confer with the Authority and other governmental agencies on matters concerning the type and location of conduits, hardware, equipment and/or standards for signalization equipment, as may be required at city street intersections.

f) **ITS:** Design Engineer shall be responsible for ensuring consistency with the Authority's ITS initiatives and coordinating with NTTA IT and System Incident Management (SIM) Departments and their Consultants. The Design Engineer shall be responsible for the exact location and design of necessary ITS infrastructure such as CCTV camera towers, DMS structures, associated electrical systems, fiber optic communications cable, duct banks and associated access vaults to provide connectivity to the existing and relocated communications backbone and laterals. Existing ITS CCTV camera towers shall be maintained in an operational state until proposed

CCTV towers are operational. If existing CCTV towers cannot be maintained in an operational state, provision interim CCTV shall be provided.

The Design Engineer shall provide the following information on ITS plans:

- i) Fiber Optics Conduit and Cable Layout(s) including backbone and laterals
- ii) DMS (s)
- iii) Proposed and Interim CCTV Camera (s)
- iv) Ground Box (es)
- v) Pavement Sensors
- vi) AVI Speed Map Antenna(es)
- vii) Electrical System Conduit and Conductor Layouts (s)

14) Permits:

- a) If applicable, the Design Engineer shall determine if the Airway-Highway Clearance requirement and agreements have been met in accordance with the latest FAA form 7460-1 "Notice of Proposed Construction or Alteration".
- b) All permit requirements and environmental requirements will be incorporated by the Design Engineer into the Design Engineer's plans and specifications as applicable and required.

15) Toll Gantry Design:

Design Engineer shall be responsible for ensuring consistency with the Authority's Tolling initiatives and coordinating with NTTA IT department and their Consultants. The Design Engineer shall be responsible for the exact location and design of proposed and interim tolling structures, infrastructure and associated systems.

The Design Engineer shall provide the following information:

- a) Civil Plans, Sections, schedules and details including but not limited to paving, grading, drainage, utilities, traffic control plans, pavement markings, and signing.
- b) Structural Plans, Elevations, Sections, Schedules and Details including but not limited to foundations and framing for gantries, site accessories, site retaining walls, and equipment screen walls.
- c) Electrical Plans, Elevations, Sections, Schedules and Details including but not limited to electrical and telecommunication systems.

16) Miscellaneous Details:

Design Engineer will be responsible for developing miscellaneous construction details, modifications to the TxDOT and Authority's standards, and all incidentals as required.

17) Quantity Sheets:

Checked quantities for each pay item of work included in the proposal form for each construction contract shall be tabulated on a general summary sheet for each construction contract. The Design Engineer shall prepare item summaries, to be included in the plans, for the various items of the construction contract. The general summary sheet or sheets shall conform to TxDOT standards. For bridge quantities, a list of the checked quantities for each structure shall be shown on a separate bridge quantity sheet. The quantities shall be listed separately for each substructure and superstructure element or other appropriate component part. Each item summary shall include the pay item number, unit of payment, plan sheet number, station limits or locations, and any special notes. All quantities shall be summarized on the general summary sheet.

18) Estimate:

Prepare estimates of construction costs based on preliminary and final construction plans for the Project. The initial estimate of construction cost shall be prepared and submitted at the 30-percent plan completion stage. An estimate shall also be prepared and submitted at the 60-percent, 90-percent, and 100-percent completion stage and a final estimate prepared upon plan completion and acceptance by the Authority. One additional estimate may be requested at any time during the plan development process.

19) Specifications:

Prepare preliminary and final drafts of supplemental specifications, special provisions, notices, proposal, quantities, estimates, and other information necessary for the preparation of construction contract documents, including alternate bids. Standard Specifications, General Notes, and Special Provisions for the Project will be provided by the Authority; the Design Engineer shall modify the Standard Specifications, General Notes, and Special Provisions to fit its designs, plans, and construction requirements. All revisions of specifications, special provisions, special specifications or general notes must be submitted with the 90-percent complete plans in marked-up or draft copy format. The Design Engineer will compile and prepare the proposal book. The Authority will sign and seal the proposal book sealing page for Special Provisions 1 through 9. The Design Engineer will sign and seal the proposal book sealing page for all other specifications, special provisions and general notes.

20) Additional Services:

These services are not part of the scope of services but may be requested of the Design Engineer by the Authority, as the Authority may determine to be necessary to provide complete construction plans and bidding documents for usual items of construction.

- a) Provide assistance to the Authority, the construction manager selected by the Authority, and/or the PMC in matters relating to the clarifications or supplementation of plans and specifications during the construction period for the Project which is not a part of this Scope of Services.
- b) In general, it is contemplated that the utility companies will prepare the necessary plans and estimates, complete the relocation of its facilities, and be reimbursed for this expense directly by the Authority if warranted, except when the Authority is requested to prepare utility plans. Should this not prove feasible in certain cases, the Authority may direct or authorize the Design Engineer to prepare the designs, create the specifications, and prepare utility relocation or adjustment plans and include such relocations in its construction plans, and the Design Engineer will be compensated according to the Extra Work provisions of the Agreement. The utility companies may request the inclusion of their construction plans and specifications in plans issued by the Authority for construction of the project. If so, the Authority will require the Design Engineer to include such utility relocation plans, in logical numbered sequence, within the construction plans and specifications it is preparing and tabulate utility quantities in the construction plan quantity summary and bidding documents. To include this work the Design Engineer will be compensated according to the Extra Work provisions of the Agreement. In addition to preparing the plans and data required, the Design Engineer shall be required to participate in negotiations with the utility companies for the maintenance, relocation, and restorations of all utilities.
- c) The following tasks may be used only upon written authorization from the Authority:
 - i. Provide Construction Phase Services including shop drawing reviews and response to Requests for Information.
 - ii. Provide additional structural plans beyond those identified at project initiation.

- iii. Provide additional roadway/drainage plans beyond those identified at project initiation
- iv. Provide miscellaneous plans, details, etc. beyond those identified at project initiation
- v. Other miscellaneous professional services as may be reasonably requested by the Authority at its sole discretion

Control of Work:

The Design Engineer shall implement their Quality Assurance/Quality Control program prior to submitting plans to the Authority for each of the milestones. The Design Engineer is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The Design Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Authority and all decisions shall be final and binding. This would include, but not necessarily be limited to:

- 1) All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
- 2) Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
- 3) Revisions of original tracings to the extent required for a field change due to design errors and/or omissions.

The Design Engineer shall promptly make necessary revisions or corrections resulting from the Design Engineer's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the Authority will not relieve the Design Engineer of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

The Design Engineer shall submit for review, and shall participate in reviews of, its engineering designs, plans, and specifications by and with the staffs of TxDOT, the Authority, including the Maintenance and Information Technology (IT) Departments, the City(s), PMC and other consultants working in the corridor. The PMC's review will consist of checking for and commenting on the format, adequacy, and economy of design and conformance with TxDOT and Authority's requirements including aesthetic criteria, design standards, policies, specifications, and special provisions, and the Authority's maintenance and IT requirements. The Design Engineer solely shall be responsible for the accuracy and adequacy of its respective engineering and technical work. Formal reviews shall occur at approximately 30-percent, 60-percent, 90-percent, and 100-percent completion of designs, plans, and specifications. An interim submittal (5 copies) consisting of bridge layouts, retaining walls, and geotech report shall be made following the 30-percent submittal but prior to 60-percent. A final submittal of PS&E shall be made after review and inclusion of comments from all reviewing agencies. The number of copies required for each review is outlined in the QMS manual. Microstation CADD files shall be submitted on approved electronic media with the interim milestone submittals and the final submittal to check for compliance with the Authority's CADD Guidelines. All designs, plans, schedules, and progress shall be performed as required, shall account for all maintenance and information technology issues, and shall be subject to the control, review, and approval of the Authority. Submittals will be rejected if not complete and a complete re-submittal will follow. Rejection of an incomplete submittal will not be cause for an extension of the schedule for submittals.

Progress of Engineering Services

- 1) The Design Engineer shall submit a project design schedule in Microsoft Project format.
- 2) During the preparation of the PS&E documents, the Design Engineer will be required to participate in external agency meetings to resolve design issues. The Design Engineer will further coordinate plan developments with the City(s), County(s), and other public or private entities having an interest the project.

- 3) The Design Engineer will be required to participate in design coordination meeting that will include representatives from the Authority, the PMC, Section Design Engineers, the Surveyor, and other consultant(s) engaged in working on the project. The Design Engineer shall prepare a monthly progress report of engineering services as an attachment to monthly pay estimate requests. The Design Engineer will be required to coordinate right-of-way requirements with the Authority and the Authority's Right-of-Way Consultant.

Deliverables

- All design calculations, including electronic computations, shall be neatly recorded on 8-1/2" x 11" sheets, fully titled, numbered, signed by the maker, checked, and indexed. A copy of these computations, fully checked, shall be submitted with the completed tracings.
- All prints of plans necessary for the development of the bidding and final construction plans and specifications, including prints required to be submitted for the approval of TxDOT and the Authority, shall be clear and legible and shall be furnished at the expense of the Design Engineer. Final plans, specifications, and contract documents for the bidding process shall be printed and dispersed by the Authority. Provide the number of copies as required by the Authority's review process.
- The original white film mylar tracings (11"x17") on white bond paper shall be submitted to the Authority after the project letting and will reflect all addendum revisions that occur between the Final plan set and the letting. This shall be the original record copy, which shall be signed and sealed by the Engineer of Record. In addition, the Design Engineer will submit prior to letting one original set of final construction plans (11"x17") (printed directly from the printer) on white bond paper (min. 24lb.), which copy shall be the "make ready" set for use in printing copies for bidding.
- Any changes to the plans after final submittal for letting shall be noted with revision blocks, and the affected sheets (signed and sealed originals) shall be submitted to the Authority for distribution. Revisions will be numbered sequentially for each sheet.
- Upon completion of all work to be performed by the Design Engineer, all drawings, tracings, plans, calculations, estimates, specifications, and other items shall be delivered to the Authority.
- The Design Engineer will deliver, without limiting the provisions of the Agreement between the Design Engineer and the Authority, all electronic files and/or records developed for this project including Microstation files, coordinate geometrics in Geopak format (GPK files), cross-sections in ASCII format, and all other supporting documentation.

ATTACHMENT B

CONFLICT OF INTEREST DISCLOSURE STATEMENT

(IMMEDIATELY FOLLOWING THIS PAGE)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

[] I have other interest in the Authority which is as follow:

By signature of this Agreement, Contractor acknowledges to the Authority that Contractor has made full disclosure of any existing conflicts of interest and that Contractor will disclose any potential conflicts of interest, including personal financial or real property interests, direct or indirect, which develop after signature of the contract and prior to completion of the contract.

Signature

Name

Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said _____ this
_____ day of _____, 20____, to certify which witness my hand and seal of office.

Notary Public in and for

My Commission Expires:

Please Print Name of Notary

ATTACHMENT C

**NORTH TEXAS TOLLWAY AUTHORITY
DISADVANTAGED, MINORITY, WOMEN-OWNED, AND SMALL BUSINESS
ENTEPRISE PROGRAM**

(IMMEDIATELY FOLLOWING THIS PAGE)

**NORTH TEXAS TOLLWAY AUTHORITY
“D/M/WBE GOAL”**

Contract No: 03549-DNT-00-PS-PM

Project: Dallas North Tollway at President George Bush Turnpike Interchange and Dallas North Tollway Mainlanes and Ramps Modifications

The following goal is established for DBE, MBE, and WBE subcontractor participation:

Total D/M/WBE Goal

20% of total contract amount

Pursuant to the Authority’s Disadvantaged, Minority, Women-Owned and Small Business Enterprises Policy, and as outlined in the “Business Diversity Department Contractors Compliance Handbook”, SBE utilization will continue to be tracked, reported, and monitored in its procurements. However, SBE participation will be counted independent of D/M/WBE participation goal and tracked separately.

DBE = Disadvantaged Business Enterprise

MBE = Minority Business Enterprise

WBE = Women-Owned Business Enterprise

SBE = Small Business Enterprise

**NORTH TEXAS TOLLWAY AUTHORITY
“DISADVANTAGED, MINORITY, WOMEN-OWNED, AND SMALL BUSINESS
ENTERPRISE PROGRAM”**

**Professional Services, Consulting and Goods/Services Contracts, and Special
Provision for Construction and Maintenance related projects**

1. General

The North Texas Tollway Authority (the Authority) is committed to providing contracting opportunities for disadvantaged, minority, women-owned, and small business enterprises (D/M/WBE). In this regard, the Authority maintains DBE, M/WBE, and SBE programs in order to facilitate contracting opportunities for these businesses.

The programs are implemented in accordance with the NTTA’s Disadvantage, Minority, Women-Owned and Small Business Enterprises Policy (Diversity Policy), originally adopted by the NTTA Board of Directors under Resolution No. 10-19 on January 20, 2010, and any revisions thereafter.

The following document outlines:

- Criteria regarding commercially useful function
- Factors to determine good faith efforts
- Contractor responsibilities
- Monthly reporting and compliance requirements
- Noncompliance enforcement

The Business Diversity Department Contracting and Compliance Manual (CCM) outlines the procedures, provisions and compliance requirements to support and comply with the Authority’s Diversity Policy. The CCM is approved and incorporated into the contract by reference for all purposes by the Authority.

The CCM and the Diversity Policy may be obtained online at the NTTA website at <https://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx> or by contacting the Business Diversity Department at (214) 461-2007.

2. Commercially useful function criteria

A commercially useful function (CUF) is when the D/M/WBE is responsible for the performance, management and supervision of a distinct element of work, in accordance with normal industry practice. The criteria utilized to determine a commercially useful function is set forth in the CCM (page 18).

3. Factors to determine good faith efforts

All prime contractors are required to demonstrate a good faith effort toward achieving a D/M/WBE goal. A good faith effort can be demonstrated by actions which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to, either individually or collectively, achieve the goal.

If a prime contractor does not meet the designated goal, it shall nevertheless be eligible for award of the contract if it can demonstrate to the NTTA that it has made a good faith effort to meet the goal. The factors that determine if a good faith effort has been met are set forth in the CCM (page 23).

4. Contractor's responsibilities

All responding firms, including D/M/WBE certified firms, must submit documentation regarding all subcontractor utilization and how they will meet or exceed the established goal using certified D/M/WBE firms for this project on the Commitment Agreement Form (Form 4906) provided.

Commitment Agreement Form (Form 4906), good faith effort documentation and supporting information must be submitted to the Business Diversity Department for all contracting opportunities in accordance to the CCM. Form 4906 must be submitted to the Authority with the proposal.

Information for construction and maintenance related projects

For all construction and maintenance related projects, Form 4906 must be submitted to the Authority no later than 5:00 pm on the 14th day after written notification of the conditional award of the contract.

Additional questions and/or clarification can be obtained by contacting the Director of Business Diversity at businessdiversity@ntta.org. Please copy the Procurement Services Department at bidpurchasing@ntta.org on all correspondence. Form 4906 must include a brief description of the type of work to be performed and the dollar value or percentage of utilization of work that will be assigned to the subcontractors including D/M/WBEs and must be signed by both the prime contractor and subcontractor.

All compliance forms may be obtained online at the NTTA website at <https://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx>

5. Monthly reporting and compliance requirements

Prime contractors must submit monthly reports, no later than the 15th of each month, using the Monthly Subcontractor Progress Report (Form 4907) throughout the term of the contract, and submit the Subcontractor Final Report (Form 4908) upon completion of the Contract in accordance with the CCM.

Prime contractors are also required to electronically submit their respective Form 4907 information into the business diversity contract compliance tracking system by the 15th of each month. Prime contractors will have a designated User ID & password to login to the contract compliance tracking system via the following link: <https://pro.prismcompliance.com>

6. Noncompliance enforcement

All participants of the D/M/WBE business process must comply with the requirements set forth in the Diversity Policy and are subject to noncompliance enforcement as set forth in the Non Compliance Enforcement section of the CCM.

NORTH TEXAS TOLLWAY AUTHORITY
SPECIAL PROVISION
IMPORTANT NOTICE TO CONTRACTORS
“NTTA BUSINESS DIVERSITY PRISM CONTRACT COMPLIANCE
TRACKING SOFTWARE”

1. Introduction

The NTTA PRISM contract compliance software (NTTA PRISM system) is the Authority’s web-based computer system that tracks the monthly subcontractor payment reporting for NTTA contracts.

As outlined in the NTTA Business Diversity Department Contracting and Compliance Manual (CCM), if a contract includes a D/M/WBE subcontracting commitment, the prime contractor shall submit a Monthly Subcontractor Progress Report (Form 4907) to the Business Diversity Department (BDD). Form 4907 reflects actual payments made for the specific month indicated. Information provided on Form 4907 is utilized to monitor and track the percentage of work performed by all subcontractors and to confirm whether the contract-specific goal established is fulfilled.

When fully implemented, the NTTA PRISM system is intended to replace the current manual subcontractor payment reporting with a more efficient online reporting process.

2. Contractor’s Obligations

The Contractor shall utilize the NTTA PRISM system for monthly subcontractor payment reporting and other reporting compliance as outlined in the CCM. Contractors will have a designated User ID and password to login to the NTTA PRISM system and may access the NTTA PRISM system over the internet 24 hours a day, seven days a week via the following link: <https://pro.prismcompliance.com>

The NTTA PRISM system is an official record of communications between the Contractor and the NTTA Business Diversity Department. Information provided in the NTTA PRISM system is utilized to monitor and track the percentage of work performed by all subcontractors and to confirm whether the contract-specific goal established is fulfilled.

The Contractor shall understand the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM which can be found at the NTTA website at <https://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx>.

Within 14 days after the Contract is awarded, the Contractor shall submit a list containing the name, company, role/title, telephone number, and e-mail address of individuals who will attend the training sessions for the use of the NTTA PRISM system. Training will be provided by the Authority at no cost. All the NTTA PRISM system users shall complete the training prior to receiving access to the NTTA PRISM system; no exceptions will be granted. The Contractor shall agree to comply with all terms and conditions associated with its use of the NTTA PRISM system. At any time during the contract, the Contractor may request for additional NTTA PRISM system training as a refresher course for existing NTTA PRISM system users or to add new individuals who will require use of the NTTA PRISM system.

3. Equipment

The Contractor shall obtain the necessary computer equipment, at its own expense, to access the NTTA PRISM system. Please refer to the General Notes in the plan set regarding the list of computer equipment and software required for this project to meet the requirements set forth in the in the Special Provision 0.19, "Importance Notice to Contractors – NTTA Enterprise Project Delivery System", if applicable. This same list of computer equipment and software required will suffice for the NTTA PRISM system.

The Contractor will be able to access the NTTA PRISM system via the internet from any location 24 hours a day using their designated user id and password via the following link: <https://pro.prismcompliance.com>. In the event that the NTTA PRISM system becomes inoperable or unavailable to the Contractor, the Contractor shall contact the Business Diversity Department to have the software repaired and for directions of processing required documentation until the NTTA PRISM system is operational. Once the NTTA PRISM system is in operation again, the Contractor shall upload the required documentation through the NTTA PRISM system.

4. Documentation

The Contractor shall understand the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM and submit all required documentation.

5. Noncompliance

The Contractor shall understand and be required to comply with the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM which can be found at the NTTA at <https://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx>.

6. Measurement and Payment

The work performed, materials furnished, equipment, labor, tools, and incidentals required for compliance with this special provision will not be measured or paid for directly, but will be subsidiary to the various bid Items.

Information related to Business Diversity scoring

Business Diversity Evaluation Criteria (10 points)

1. Respondent demonstrates that the business diversity plan meets or exceeds the established goal (6 points)

- The D/M/WBE firm(s) to be utilized to meet or exceed the diversity goal on the project. (1 point)
- The business diversity plan submitted meets or exceeds the diversity goal percentage established by the business diversity department for the procurement. (2 points)
- The business diversity plan submitted incorporates meaningful work and significant project roles for D/M/WBE firm(s). The D/M/WBE firm(s) has the opportunity to be exposed to experiences that allow for professional growth and the development of marketable skills. (Examples of meaningful work and significant project roles include participation as team lead or project manager) (3 points)

2. Respondent demonstrates subcontractor participation on previous/similar projects (4 points)

- Demonstration that the D/M/WBE participation has been a part of the normal business practice. (1 point)
- Demonstration that subcontracting level of D/M/WBE firm(s) reflect meaningful and significant roles. (Examples of meaningful work and significant project roles include participation as team lead or project manager) (1 point)
- Participation in a teaming or partnership arrangement with certified D/M/WBE firm(s) in the last two years. (Examples of teaming or partnership arrangement can include contractor/subcontractor relationship, participation in a mentor-protégé program or a joint venture relationship) (2 points)

ATTACHMENT D

DIVERSITY COMPLIANCE FORMS

(IMMEDIATELY FOLLOWING THIS PAGE)



**NORTH TEXAS TOLLWAY AUTHORITY
MONTHLY SUBCONTRACTOR PROGRESS REPORT**

Contract No.:	number	County:	Name
SA/WA/ETC#:	number	Reporting Period (M/D/Yr to M/D/Yr)	date to date
Contractor:	Name	Original Contract Amount:	\$ -
D/M/WBE Goal:	0.00%	Current Contract Amount:	\$ -
D/M/WBE Goal Attained to Date:	0.0%	D/M/WBE Goal Dollars:	\$ -
		Current Year to date D/M/WBE Dollars paid (Beginning January 1st - December 31st)	\$ -

Name of Subcontractor/Supplier	Type of Work/Service performed	Amount Paid This Period to Subcontractor	Amount Paid To Date to Subcontractor
D/M/WBE Certified Firms:			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
D/M/WBE Firm Totals:		\$ -	\$ -
SBE Firms:			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
SBE Firm Totals:		\$ -	\$ -
Non-Minority Firms:			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Non-Minority Firm Totals:		\$ -	\$ -

Include payments to all certified DBEs, WBEs, MBEs, SBE's and all Non-Minority firms during the period noted above.

If using a non-minority hauling firm that leases from D/M/WBE truck owner-operators, payments made to each owner-operator must be reported.

Any changes to the original commitments previously approved by the department must be reported to the NTTA's stakeholder and the Business Diversity Department.

For projects with assigned D/M/WBE Goals, submission of this report for periods of negative D/M/WBE activity is required. This report is required until all subcontracting or material supply activity is completed. ***This report must be submitted to the NTTA or Construction Manager each month with your monthly invoices.***

I hereby certify that the above is a true and correct statement of the amounts paid to all the firms listed above.

Signature: _____
Authorized Company Official
Date

The NTTA maintains the information collected through this form. With few exceptions, upon request you may be informed of the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you are permitted to receive and review the information. Under Section 559.004 of the Texas Government Code, you are also permitted to have the NTTA correct information about you that it is incorrect.



**NORTH TEXAS TOLLWAY AUTHORITY
SUBCONTRACTOR FINAL REPORT**

Contract No.:	number	Original Contract Amount:	\$ -
SA/WA/ETC#:	number	Final Contract Amount:	\$ -
Contractor:	Name	D/M/WBE Goal Amount:	\$ -
D/M/WBE Goal:	0.00%	Goal Amount Attained to Date:	\$ -

Name of Subcontractor/Supplier	SBE, DBE, MBE, WBE, Non-Minority	Final Amount Paid To Subcontractor to Date
D/M/WBE Certified Firms:		
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	Total:	\$ -
SBE Firms:		
		\$ -
		\$ -
		\$ -
		\$ -
	Total:	\$ -
Non-Minority Firms:		
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	Total:	\$ -

* Include payments to all **NON-MINORITY** and certified DBEs, WBEs, MBEs and SBEs.
 This is to certify that **0.0%** of the work was completed by D/M/WBE firms, as stated above.
 IF THE GOAL WAS NOT ATTAINED, THEN ATTACH DOCUMENTATION THAT EXPLAINS THE REASONING.

Signature of General Contractor: _____ Date: _____

AFFIX NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of Notary Public: _____ Printed Name of Notary Public: _____

The NTTA maintains the information collected through this form. With few exceptions, upon request you may be informed of the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you are permitted to receive and review the information. Under Section 559.004 of the Texas Government Code, you are also permitted to have the NTTA correct information about you that it is incorrect.

ATTACHMENT E

INSURANCE COVERAGE REQUIREMENTS

(IMMEDIATELY FOLLOWING THIS PAGE)

**NORTH TEXAS TOLLWAY AUTHORITY
Design Only Contract
Special Provision Addressing
Insurance Requirements**

Option 1

Contract No.: 03549-DNT-00-PS-PM

Contract Title: DNT/PGBT Interchange and Ramp Modifications Design

Highway: Dallas North Tollway and President George Bush Turnpike

Segments: DNT, Segment 2 and PGBT, Segment 1

County: Collin

Laws to be Observed. The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the performance of the Services. **THE CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS REPRESENTATIVES AGAINST ANY CLAIM ARISING FROM VIOLATION BY THE CONSULTANT OF ANY LAW, ORDINANCE, OR REGULATION APPLICABLE TO THE SERVICES.** The Agreement is between the Authority and the Consultant only. Except with respect to claims arising from the Consultant's indemnity obligations owed to the Authority's directors, employees, and consultants, no person or entity may claim third-party beneficiary status under the Agreement or any of its provisions, nor may any non-party sue for personal injuries or property damage under the Agreement.

Insurance. The Consultant shall not commence performing the Services under the Agreement until it has furnished the Authority with satisfactory proof that the Consultant has obtained insurance of such character and in such amounts as set forth below. The Consultant shall submit complete policies or certificates evidencing the policy coverages and stipulations. The certificate submittals shall be provided on forms adopted by the Association for Cooperative Research and Development (ACORD).

The Consultant shall purchase and maintain in full force and effect, until completion of the Services and the expiration of all applicable Texas statutes of limitations, with respect to claims that could arise out of the Services or the Consultant's performance of the Services, such insurance as will cover the obligations and liabilities of the Consultant and its agents, employees, and subconsultants which may arise from the Services or the Consultant's performance of the Services under the Agreement. All such insurance shall be written with companies having an A.M. Best Financial Strength Rating of **A-** or better, and be in a Financial Size Category of **X** or greater. The Consultant hereby agrees that all policies shall be on an ACORD Form. Except for professional liability insurance, occurrence-based policies are required. Any professional liability policy written on a claims-made basis must include coverage for an

extended reporting period of not less than five years from the termination of the coverage period under the policy. The Consultant hereby agrees that the Authority has the right to review the insurance providers, and that all companies must be acceptable to the Authority.

Each of the required policies (1), (2), and (3) listed below shall be endorsed to reflect a “Waiver of Subrogation” in favor of the Authority.

Until the expiration of all applicable Texas statutes of limitations, the Consultant shall secure and maintain, in the Consultant’s own name, the following:

(1) **Workers’ Compensation Insurance** in compliance with the laws of the State of Texas and Employer’s Liability Insurance with minimum limits of:

- \$500,000** Each Accident
- \$500,000** Disease Policy Limit
- \$500,000** Disease Each Employee

(2) **Commercial General Liability Insurance** covering the Consultant with minimum limits of:

2004 ISO, CGL or Equivalent Limits for Bodily Injury and/or Property Damage:

- \$500,000** General Aggregate
- \$500,000** Products and Completed Operations Aggregate
- \$500,000** Personal and Advertising Injury
- \$500,000** Each Occurrence
- \$50,000** Fire Damage

(3) **Business Auto Liability Insurance** with minimum limits of **\$500,000** Combined Single Limit for Bodily Injury and/or Property Damage, including Owned, Hired and Non-Ownership Liability Coverage. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered, and shall not exclude from the coverage of the policy any vehicle to be used in connection with performance of the Services.

(4) **Umbrella Liability Insurance** with minimum limits of **\$1,000,000** per occurrence and in the aggregate annually, as applicable, within the underlying policies. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

(5) **Architects’ and/or Engineers’ Professional Liability Insurance** in the amounts normally carried for its own protection in the practice of providing architectural/engineering services, but in no event less than **\$5,000,000** per claim and **\$5,000,000** per aggregate.

(6) **Valuable Papers Insurance** in the amount of **\$100,000** to ensure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials, whether in an electronic or other format, relating to the work covered by the Agreement in the event of their loss or destruction, until such time as the data and materials have been delivered to the Authority.

The **Authority and the Consulting Engineer** shall be included as additional insureds by endorsement to all policies required under the Agreement, other than Workers' Compensation and Professional Liability Insurance policies.

(7) **Insurance for Subconsultants.**

(a) The Consultant shall secure and maintain, until the expiration of all applicable Texas statutes of limitations with respect to claims that could arise out of a subconsultant's performance of the Services, certificates of insurance from all subconsultants, evidencing the foregoing types and amounts of insurance coverages, with respect to the Services to be performed by the subconsultant.

(b) Insurance certificates of subconsultants and sub-subconsultants will be maintained by the Consultant for the duration of the Agreement.

Required Addendum. The insurance carrier shall include in each of the insurance policies required under the Agreement the following statement:

"This policy shall not be canceled or materially changed nor non-renewed during the period of coverage without at least thirty (30) days' prior written notice to the North Texas Tollway Authority, 5900 West Plano Parkway, Suite 100, Plano, Texas 75093, Attention: Insurance Program Administrator."

Payment of Deductibles. The Consultant shall be responsible for any deductible stated in any policy required under the Agreement.

Duration of Coverage. The Consultant shall carry the insurance specified above until all of the Services required to be performed under the terms of the Agreement are satisfactorily completed, as evidenced by the formal acceptance thereof and final payment of all amounts owed to the Consultant by the Authority, or provide, prior to the end of coverage, a new certificate of insurance. If, for any reason, the required insurance coverage is not kept in force, the Consultant shall stop all work until it provides acceptable documentation to the Authority. The Consultant shall notify the Authority, in writing, by certified mail or hand delivery of any material change in the insurance coverage of the Consultant or any subconsultant or sub-subconsultant within ten (10) days of such change.

Certification by the Insurer. On all policies, the insurer shall certify that the aggregate amount shown on insurance limits is in full force and has not been diminished.

No Special Payments. No special payments shall be made for any insurance that the Consultant may be required to carry, but all costs thereof shall be included in the price bid for the various items included in the proposal. Bidders shall determine all the kinds and costs of insurance that may be required before submitting their bids and shall submit acceptable evidence of same to the Authority.

No Waiver by the Authority. Neither the approval by the Authority of any insurance supplied by the Consultant nor the failure to disapprove that insurance shall relieve the Consultant from full responsibility for any liability as set forth herein

Waiver by the Consultant. The Consultant hereby waives any and every claim which arises or may arise in its favor against the Authority, the Engineer, the Construction Manager, the Section Engineer, and the Consulting Engineers and their respective owners, directors, officers, employees, consultants, contractors, and agents pursuant to the Agreement which is covered, in whole or in part, by insurance provided or to be provided pursuant to the terms hereof. Such waiver shall be in addition to, and not limitation of, any other waiver or release contained in the Agreement. Inasmuch as such waiver shall preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), the Consultant hereby agrees immediately to give to each insurance company which has issued policies of insurance pursuant hereto written notice of the terms of such waiver and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waiver.

**NORTH TEXAS TOLLWAY AUTHORITY
Design Only Contract
Special Provision Addressing
Insurance Requirements**

Option 2

Contract No.: 03549-DNT-00-PS-PM

Contract Title: DNT/PGBT Interchange and Ramp Modifications Design

Highway: Dallas North Tollway and President George Bush Turnpike

Segments: DNT, Segment 2 and PGBT, Segment 1

County: Collin

Laws to be Observed. The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the performance of the Services. **THE CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS REPRESENTATIVES AGAINST ANY CLAIM ARISING FROM VIOLATION BY THE CONSULTANT OF ANY LAW, ORDINANCE, OR REGULATION APPLICABLE TO THE SERVICES.** The Agreement is between the Authority and the Consultant only. Except with respect to claims arising from the Consultant's indemnity obligations owed to the Authority's directors, employees, and consultants, no person or entity may claim third-party beneficiary status under the Agreement or any of its provisions, nor may any non-party sue for personal injuries or property damage under the Agreement.

Insurance. The Consultant shall not commence performing the Services under the Agreement until it has furnished the Authority with satisfactory proof that the Consultant has obtained insurance of such character and in such amounts as set forth below. The Consultant shall submit complete policies or certificates evidencing the policy coverages and stipulations. The certificate submittals shall be provided on forms adopted by the Association for Cooperative Research and Development (ACORD).

The Consultant shall purchase and maintain in full force and effect, until completion of the Services and the expiration of all applicable Texas statutes of limitations, with respect to claims that could arise out of the Services or the Consultant's performance of the Services, such insurance as will cover the obligations and liabilities of the Consultant and its agents, employees, and subconsultants which may arise from the Services or the Consultant's performance of the Services under the Agreement. All such insurance shall be written with companies having an A.M. Best Financial Strength Rating of **A-** or better, and be in a Financial Size Category of **X** or greater. The Consultant hereby agrees that all policies shall be on an ACORD Form. Except for professional liability insurance, occurrence-based policies are required. Any professional liability policy written on a claims-made basis must include coverage for an

extended reporting period of not less than five years from the termination of the coverage period under the policy. The Consultant hereby agrees that the Authority has the right to review the insurance providers, and that all companies must be acceptable to the Authority.

Each of the required policies (1), (2), and (3) listed below shall be endorsed to reflect a “Waiver of Subrogation” in favor of the Authority.

Until the expiration of all applicable Texas statutes of limitations, the Consultant shall secure and maintain, in the Consultant’s own name, the following:

(1) **Workers’ Compensation Insurance** in compliance with the laws of the State of Texas and Employer’s Liability Insurance with minimum limits of:

- \$500,000** Each Accident
- \$500,000** Disease Policy Limit
- \$500,000** Disease Each Employee

(2) **Commercial General Liability Insurance** covering the Consultant with minimum limits of:

2004 ISO, CGL or Equivalent Limits for Bodily Injury and/or Property Damage:

- \$1,000,000** General Aggregate
- \$1,000,000** Products and Completed Operations Aggregate
- \$1,000,000** Personal and Advertising Injury
- \$1,000,000** Each Occurrence
- \$50,000** Fire Damage

(3) **Business Auto Liability Insurance** with minimum limits of **\$500,000** Combined Single Limit for Bodily Injury and/or Property Damage, including Owned, Hired and Non-Ownership Liability Coverage. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered, and shall not exclude from the coverage of the policy any vehicle to be used in connection with performance of the Services.

(4) **Architects’ and/or Engineers’ Professional Liability Insurance** in the amounts normally carried for its own protection in the practice of providing architectural/engineering services, but in no event less than **\$5,000,000** per claim and **\$5,000,000** per aggregate.

(5) **Valuable Papers Insurance** in the amount of **\$100,000** to ensure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials, whether in an electronic or other format, relating to the work covered by the Agreement in the event of their loss or destruction, until such time as the data and materials have been delivered to the Authority.

The **Authority and the Consulting Engineer** shall be included as additional insureds by endorsement to all policies required under the Agreement, other than Workers' Compensation and Professional Liability Insurance policies.

(6) Insurance for Subconsultants.

(a) The Consultant shall secure and maintain, until the expiration of all applicable Texas statutes of limitations with respect to claims that could arise out of a subconsultant's performance of the Services, certificates of insurance from all subconsultants, evidencing the foregoing types and amounts of insurance coverages, with respect to the Services to be performed by the subconsultant.

(b) Insurance certificates of subconsultants and sub-subconsultants will be maintained by the Consultant for the duration of the Agreement.

Required Addendum. The insurance carrier shall include in each of the insurance policies required under the Agreement the following statement:

"This policy shall not be canceled or materially changed nor non-renewed during the period of coverage without at least thirty (30) days' prior written notice to the North Texas Tollway Authority, 5900 West Plano Parkway, Suite 100, Plano, Texas 75093, Attention: Insurance Program Administrator."

Payment of Deductibles. The Consultant shall be responsible for any deductible stated in any policy required under the Agreement.

Duration of Coverage. The Consultant shall carry the insurance specified above until all of the Services required to be performed under the terms of the Agreement are satisfactorily completed, as evidenced by the formal acceptance thereof and final payment of all amounts owed to the Consultant by the Authority, or provide, prior to the end of coverage, a new certificate of insurance. If, for any reason, the required insurance coverage is not kept in force, the Consultant shall stop all work until it provides acceptable documentation to the Authority. The Consultant shall notify the Authority, in writing, by certified mail or hand delivery of any material change in the insurance coverage of the Consultant or any subconsultant or sub-subconsultant within ten (10) days of such change.

Certification by the Insurer. On all policies, the insurer shall certify that the aggregate amount shown on insurance limits is in full force and has not been diminished.

No Special Payments. No special payments shall be made for any insurance that the Consultant may be required to carry, but all costs thereof shall be included in the price bid for the various items included in the proposal. Bidders shall determine all

the kinds and costs of insurance that may be required before submitting their bids and shall submit acceptable evidence of same to the Authority.

No Waiver by the Authority. Neither the approval by the Authority of any insurance supplied by the Consultant nor the failure to disapprove that insurance shall relieve the Consultant from full responsibility for any liability as set forth herein

Waiver by the Consultant. The Consultant hereby waives any and every claim which arises or may arise in its favor against the Authority, the Engineer, the Construction Manager, the Section Engineer, and the Consulting Engineers and their respective owners, directors, officers, employees, consultants, contractors, and agents pursuant to the Agreement which is covered, in whole or in part, by insurance provided or to be provided pursuant to the terms hereof. Such waiver shall be in addition to, and not limitation of, any other waiver or release contained in the Agreement. Inasmuch as such waiver shall preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), the Consultant hereby agrees immediately to give to each insurance company which has issued policies of insurance pursuant hereto written notice of the terms of such waiver and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waiver.

ATTACHMENT F

VENDOR INFORMATION SHEET

(IMMEDIATELY FOLLOWING THIS PAGE)

VENDOR INFORMATION SHEET

Please Print or Type

FIRM'S NAME: _____

FIRM'S PHYSICAL ADDRESS: _____

CITY/STATE/ZIP: _____

FIRM'S MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TAXPAYER IDENTIFICATION NUMBER: _____

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other BIDDER, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

FIRM'S AUTHORIZED AGENT: _____ TITLE: _____

AUTHORIZED AGENT'S SIGNATURE: _____

NORTH TEXAS TOLLWAY AUTHORITY
AGREEMENT FOR ENGINEERING SERVICES
[Work-authorization Based]

THIS AGREEMENT FOR [(enter service to be provided, i.e Corridor Management)] SERVICES (together with all exhibits, schedules, and other attachments hereto and any work authorizations hereafter issued with respect hereto, this "Agreement") is made effective as of the _____ day of _____, 20__ (the "Effective Date"), by and between the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority and political subdivision of the State of Texas, whose address is 5900 West Plano Parkway, Suite 100, Plano, Texas 75093 (the "Authority") and _____, a [insert name of state and insert whether entity is a corporation/limited liability company/limited partnership; for example, ABC, Inc., a California corporation], whose address is _____ (the "Consultant").

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 366 of the Texas Transportation Code (the "Regional Tollway Authority Act"), the Authority is authorized to build and operate "turnpike projects," as that term is defined in the Regional Tollway Authority Act, throughout Collin, Dallas, Denton and Tarrant Counties; and

WHEREAS, certain of the services to be provided by the Consultant under this Agreement are described in the Scope of Services attached to this Agreement as Exhibit A and incorporated herein for all purposes as if fully set forth herein;

WHEREAS, the parties anticipate that additional descriptions of the services to be provided by the Consultant under this Agreement shall be set forth in work authorizations that shall be issued to the Consultant by the Authority (all services to be provided by the Consultant under this Agreement and as further described in the Scope of Services and in any work authorization entered into between the Consultant and the Authority shall be referred to as the "Services"); and

WHEREAS, the Consultant is the most highly qualified provider of the Services with whom the Authority has been able to negotiate a satisfactory contract at a fair and reasonable price; and

WHEREAS, the Authority and the Consultant mutually desire to enter into an agreement for the performance of the Services by the Consultant.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Term.

This Agreement shall be in effect from the Effective Date through _____, unless earlier terminated by a party as permitted herein. In the event a Work Authorization issued pursuant to this Agreement extends beyond the expiration of this Agreement, then this Agreement will remain in effect until the expiration or early termination of such Work Authorization.

2. Scope of Services.

A. Services to be rendered to the Authority by the Consultant under this Agreement are generally described in the Scope of Services, attached hereto as Exhibit A; however, it is anticipated that more extensive and/or more detailed descriptions of the Services shall be set forth in work authorizations that the Authority shall issue to the Consultant. All Services to be performed by the Consultant under this Agreement must be performed pursuant to work authorizations issued by the Authority. A work authorization shall be effective as of the effective date set forth in such Work Authorization. All Services shall be performed under the overall direction and instruction of the Authority and/or its designee. The Services shall be of high quality, shall be complete in all respects, and shall comply fully with the terms of this Agreement, including the Scope of Services and all work authorizations, and shall also include all typical and reasonable engineering services required in connection with the Services. All work performed in supplying the Services shall be performed in accordance with professional standards customarily possessed by a practicing engineering firm enjoying a favorable reputation in its profession in the State of Texas and shall be subject to the approval of the Authority.

B. Quality Management. The Consultant acknowledges that it has received a copy of the Authority's Quality Management System Manual ("QMS Manual"), which is hereby incorporated into this Agreement by reference, and the Consultant agrees that it shall comply

with all requirements of the QMS Manual that are applicable to the Consultant and the Services. Without limiting the generality of the foregoing, the Consultant shall be responsible to develop, provide, and maintain a Quality Plan describing planned activities, reviews, audits, and other related control mechanisms required to be contained in the Quality Plan under the then-most recent version of the QMS Manual. Performance reviews to assess compliance with the Quality Plan and this Agreement shall be conducted periodically in accordance with the QMS Manual and/or other Authority procedures.

3. Compensation.

A. Full Payment for Services. Compensation for the Services shall be payable as provided below in this Section 3 and as set forth in Exhibit B, attached hereto and incorporated into this Agreement for all purposes as if fully set forth herein. Consultant expressly acknowledges and agrees that notwithstanding any other provision of the Agreement or of any work authorization, the total of all sums payable under this Agreement shall not exceed the “Contract Maximum” specified in Exhibit B. Consultant agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services under this Agreement the compensation specifically set forth in each work authorization issued hereunder, subject to the Contract Maximum. Except as otherwise expressly provided in this Agreement or a work authorization, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to deliver the Services, including, travel, overhead, and expenses. The Authority shall not reimburse the Consultant for travel, lodging and similar expenses incurred by the Consultant to bring additional staff to its offices in Collin, Dallas, Denton, or Tarrant Counties or to otherwise reassign personnel to provide basic support to the Consultant’s performance of the Services unless otherwise approved in advance in writing by the Authority’s Assistant Executive Director for Project Delivery (“AED”). The Consultant shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Authority under this Agreement on a tax-free basis pursuant to the Authority’s tax-exempt status. All travel, lodging, and meals expenses incurred by the Consultant in conformance with the Authority’s travel policy for travel approved by the Authority outside its four-county jurisdiction shall be reimbursable, provided that the estimated travel expenditures for airfare, lodging, and car rental have been approved in advance in writing by the AED.

B. Invoices and Records. The Consultant shall submit two (2) copies of its monthly invoices, using the invoice templates found in the QMS Manual, certifying the salaries and expenses incurred in providing the Services under this Agreement during the previous month. Each invoice shall be in such detail, format and in such manner as is required by the Authority, including a breakdown of Services provided on a project-by-project basis pursuant to Work Authorizations (or as otherwise assigned by the Authority), together with other Services requested by the Authority. Upon request of the Authority, the Consultant shall also submit time and expense records certified by the Consultant to be true, complete, and correct, and copies of invoices that support the invoiced salary and expense figures. All books and records relating to the Consultant's or subconsultants' time, out-of-pocket expenses, materials or other Services or deliverables invoiced to the Authority under this Agreement shall be made available during the Consultant's normal business hours to the Authority and its representatives for review, copying and auditing throughout the term of this Agreement and for three (3) years after the expiration thereof. The purpose of such audit shall be to confirm (i) the accuracy of information submitted by the Consultant (including but not limited to reimbursable and mobilization charges, man-month/man-hour and partial man-month calculations, etc.) and (ii) the compliance of all payment calculations with the terms of this Agreement (including but not limited to the utilization of the multiplier then in effect under this Agreement, the reimbursement of only permissible amounts, etc.) No compensation shall be made for revisions to the Consultant's or subconsultants' Services or deliverables required due in any way to the error, omission, or fault of the Consultant, its employees, agents, subconsultants, or contractors.

C. Effect of Payment. No payment by the Authority shall relieve the Consultant of its obligation to deliver timely the Services required under this Agreement. If after approving or paying for any Services, products or other deliverables, the Authority determines that said Services, products or deliverables do not satisfy the requirements of this Agreement, the Authority may reject same and, if the Consultant fails to correct or cure same within a reasonable period of time, the Consultant shall return any compensation received therefor. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed to the Authority by the Consultant pursuant to the terms of this Agreement, including amounts owing pursuant to Section 9 hereof, against any amounts owed by the Authority to the Consultant.

D. Place of Payment. Payments owing under this Agreement will be made by the Authority within thirty (30) days after receipt of the monthly invoice therefore, together with suitable supporting information, and mailed or otherwise delivered to Consultant's address for notices as specified in this Agreement.

E. No Adjustments to Rate Schedule and Multipliers. The Authority and the Consultant shall not make adjustments to the rates or to the multipliers provided in Attachment B during the term of this Agreement. The Authority and the Consultant do not anticipate that any Services, work, deliverables or expenses of any nature shall be undertaken or incurred by the Consultant on behalf of the Authority that constitute "Extra Work" or otherwise fall outside the terms of this Agreement. Without limiting the provisions of Section 21 hereof, unless the parties otherwise expressly agree in writing to the contrary, all work of any nature undertaken by the Consultant or its subconsultants during the term of this Agreement on behalf of the Authority shall be presumed to have been undertaken under, and be subject to, the terms of this Agreement.

F. Taxes. All payments to be made by the Authority to the Consultant pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Consultant in performing this Agreement shall be deemed to have passed to the Authority at the time the Consultant takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Authority, to the extent practicable.

G. Miscellaneous. With respect to Services that to are be compensated based on time spent by an individual in rendering the Services, time spent by a principal of the Consultant performing services or functions (1) capable of being carried out by other, subordinate personnel with a lower standard hourly rate and (2) payable by the Authority, shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by a principal of the Consultant in an administrative or supervisory capacity shall not be compensable. Documentation required by the Authority for computing accurate compensation shall be submitted to the Authority. Each work authorization shall provide detail regarding (i) the Scope of Services required of the Consultant for that work authorization, (ii) a timeline of milestones for completion of such Services, and (iii) information regarding the Consultant's personnel to be

assigned to the Services under the work authorization, their hourly rates, and the tasks and estimated time to be spent on such tasks. Additional information may be included in work authorizations, as required by the Authority. Invoices for Service rendered shall be submitted to the Authority (or its designated consultant) in a form approved by the Authority, and shall contain descriptions of the Services performed, the Consultant's or its subconsultants' personnel performing such Services, the hourly rate of and time spent by each individual in performing such Services, and such other information and/or detail required by the Authority. No other compensation under this Agreement will be requested, except with respect to compensation for Extra Work, as provided below. The Consultant agrees that the hourly rates it and/or a subconsultant charges the Authority with respect to personnel that perform the Services shall be no higher than the standard hourly rates the Consultant or its subconsultant, as applicable, generally charges to its clients for services reasonably comparable to the Services provided under Work Authorizations issued under this Agreement. The Consultant also agrees that if during the term of this Agreement the Consultant or any subconsultant elects to adjust the hourly rates it charges the Authority with respect to personnel that perform the Services, the average of such hourly rates charged to the Authority shall not increase by more than five percent (5%) over the average of the hourly rates charged immediately before that adjustment. The Consultant agrees that unless approved in writing by the Authority no adjustment in hourly rates charged to the Authority shall be made during the first six (6) months following the date of the first Work Authorization and that subsequent adjustments shall be made no more frequently than every twelve (12) months thereafter.

H. Extra Work. It is acknowledged and agreed that the payment of the compensation set forth in Exhibit B shall constitute full and complete payment for all Services to be performed by the Consultant under this Agreement and as set forth in the Scope of Services. It is further acknowledged and agreed that the payment of the compensation under any work authorization shall constitute full and complete payment for all Services to be performed by the Consultant under said work authorization and as set forth in the Scope of Services. It is further acknowledged and agreed that the Services may include making changes to completed or partially completed work and, if applicable, additions to plan-preparation work resulting from the review of plans as the Services progress. No additional payment will be made for such changes or additions unless it is clearly demonstrated that the work is beyond the scope of this Agreement

and any work authorizations issued pursuant hereto. If, for reasons beyond the control of the Consultant, the Consultant is directed by the Authority to (a) make changes to work already satisfactorily performed and accepted by the Authority; or (b) perform additional Services not currently provided hereunder and being of such magnitude that it is clearly beyond the Scope of Services, and the changes and/or additional work are so recognized by the Authority, such changes and/or additional work shall be considered "Extra Work." The Authority reserves the right of final decision regarding whether any additional work constitutes Extra Work, said decision to be made in its reasonable discretion. No compensation shall be made for revisions required due in any way to the error, omission, or fault of the Consultant, its agents, representatives, employees or contractors. All Extra Work shall require the prior written approval and authorization by the Authority. Compensation for approved Extra Work shall be negotiated as set forth in a Supplemental Agreement documenting the Extra Work, or, at the option of the Authority, such Supplemental Agreement shall provide for compensation calculated by multiplying the Consultant's actual direct labor cost paid to personnel performing the Extra Work, as approved by the Authority, by the number of hours properly devoted to the Extra Work, and multiplying that product by a "Multiplier" (herein so called). The Multiplier shall be based upon the Consultant's approved auditable overhead rate in effect as of the date of such Supplemental Agreement, as allowed under the provisions of 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31) (the "FAR Overhead Rate"), plus 12% profit, and shall be calculated as follows:

$$\text{Multiplier} = (1.0 + \text{FAR Overhead Rate}) \times [12 \%]$$

Provided, however, in no event shall the Multiplier exceed 3.0 times direct labor cost. Documentation required by the Authority for computing accurate compensation for Extra Work shall be submitted to the Authority. All Extra Work and the compensation payable therefore shall be evidenced by a fully executed Supplemental Agreement.

4. Time of Performance.

A. Notice to Proceed. The Authority may issue a single "Notice to Proceed" with respect to all of the Services described in a Work Authorization or multiple, partial "Notices to Proceed" pertaining to only specified portions of the Services covered by a Work Authorization authorizing the Consultant to begin performance only with regard to said specified portions of

the Services. Notwithstanding the preparation or execution of this Agreement, the Authority is under no obligation to issue any "Notice to Proceed." Any Services undertaken or expenses incurred by the Consultant prior to the issuance of a written "Notice to Proceed" shall be at the sole risk and expense of the Consultant. After issuance of a written "Notice to Proceed," the Consultant promptly shall begin to provide the Services to which such Notice to Proceed applies in accordance with the provisions of this Agreement and shall continuously prosecute same with all diligence required to comply with this Agreement, including, without limitation, all performance and/or milestone schedules set forth in work authorizations issued under this Agreement.

B. Delays. Notwithstanding anything to the contrary in this Agreement, if the Authority fails in a timely manner to provide the Consultant with information, approvals, or other items for which the Authority is responsible and which are required to allow the Consultant to perform the Services in accordance with applicable schedules, then the applicable time limits pertaining to such Services shall be extended for a period or periods of time, as reasonably determined by the Authority, to allow for delays resulting from such failure. The Consultant agrees that such extension shall constitute the sole remedy available to the Consultant and that no claims for damages or other compensation shall be made by the Consultant for any delays or hindrances occurring during the progress of any portion of the Services, including, without limitation, any schedule or schedules set forth in work authorizations issued hereunder. If and to the extent a delay in the Consultant's performance of the Services under this Agreement is caused by occurrences beyond the control of the Consultant, including but not limited to, acts of God; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the control of the Consultant, the Consultant shall be entitled to an extension of time for performance of its Services under this Agreement as reasonably determined by the Authority, and during such extension of time, the Consultant shall not be deemed to be in default under this Agreement as a consequence of such delay.

5. Liquidated Damages.

If the Consultant fails to complete any of its obligations fully, entirely, and in conformity with the provisions of this Agreement within the time or times stated in the schedule or schedules set forth in any work authorization issued under this Agreement, or within such further time as may be have been granted by the Authority in writing as required by this Agreement, then the Consultant shall pay and hereby agrees to pay the Authority the amount or amounts specified in the Work Authorization, which said amount or amounts will be agreed upon by the parties to be liquidated damages, not a penalty.

The Consultant acknowledges that a delay in the completion of the Services required under this Agreement will cause losses to the Authority including, but not limited to, lost revenue, additional interest on monies borrowed, increased administrative, legal, engineering, and contracting costs and other intangible losses. The liquidated damages set forth in a Work Authorization are intended to partially cover such losses and expenses. If liquidated damages are set forth in a Work Authorization, then by agreeing to the Work Authorization the Consultant unconditionally and irrevocably acknowledges and agrees that the actual amount of said losses and expenses would be impossible or extremely difficult to determine and that the liquidated damages set forth in the Work Authorization constitute a fair and reasonable estimate by the parties of the amount of said losses and expenses and in no event shall constitute or be construed as a penalty. Further, the Consultant irrevocably and unconditionally acknowledges that the time limits set forth constitute an essential benefit to the Authority and an essential element of this Agreement.

The Authority shall recover the liquidated damages set forth in a Work Authorization by deducting the amount thereof from any monies due or that may become due the Consultant, and if said monies are insufficient to cover said damages, then the Consultant shall pay the amount due and the Authority shall be entitled to any and all rights and remedies available to it in law or equity to recover same. The Authority, at its sole discretion and option, may waive the collection of liquidated damages or the exercise of other remedies under this Agreement with respect to a particular default.

The Authority shall be the sole and final judge as to whether the Services under this Agreement and any Work Authorizations have been completed within the times specified in the

respective Work Authorization schedules. If the Consultant fails to complete any of the Services within the time limits (or any extensions thereof) fixed by this Agreement or a Work Authorization, the Authority may, at its sole option, permit the Consultant to continue and complete the same, but such permission shall neither modify nor waive any liability of the Consultant for damages arising from noncompletion of said Services within the applicable time limits, and all such liabilities shall continue in full force against the Consultant.

The Consultant acknowledges and agrees that the body of this Agreement contains standardized Authority contract provisions and the exhibits and other attachments hereto, as well as the Work Authorizations, contain provisions specific to the Services to be provided by the Consultant under this Agreement. Accordingly, notwithstanding the foregoing terms of this Section 5, the Authority and the Consultant may elect not to make liquidated damages a part of any Work Authorization. If (a) as described in the preceding sentence, the Authority and the Consultant have elected not to make liquidated damages part of any Work Authorization, or (b) the Authority elects to waive all or any liquidated damages that are specified in a Work Authorization, or (c) the Authority elects to waive any other remedies provided under this Agreement or otherwise, no such election shall in any way limit or impair the ability of the Authority (x) to exercise any and all other available remedies in the event of any then-existing or subsequent default or defaults by the Consultant or (y) to otherwise insist upon the Consultant's performance under this Agreement in strict accordance with its terms, or (z) to enforce any liquidated damages as specified in any other Work Authorization under this Agreement.

6. Termination for Default.

Time is of the essence with respect to the performance and completion of all of the Services to be furnished by the Consultant under this Agreement. Should the Consultant at any time, in the sole opinion of the Authority, not carry out its obligations under this Agreement or not be progressing toward completion of the Services to be rendered hereunder in an expeditious manner, or if the Consultant shall fail in any manner to discharge any other of its obligations under this Agreement, the Authority may, upon providing the Consultant with thirty (30) days' prior written notice and opportunity to cure, terminate this Agreement effective as of the expiration of said 30-day notice and cure period (the "Termination Date"). Such termination

shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the Services described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the Consultant for its failure to perform satisfactorily any obligation hereunder, nor shall such termination pursuant to this Section 6 or Section 7 below abrogate or in any way affect the indemnification obligations of the Consultant set forth in Section 10 hereof.

If the Authority shall terminate this Agreement as provided either in this Section 6 or in Section 7, no fees of any type, other than fees due and payable as of the Termination Date for Services performed and acceptable to the Authority, shall thereafter be paid to the Consultant, and the Authority shall have a right to set off against any such fees or to otherwise recover any damages incurred by reason of the Consultant's breach hereof, together with the right to set off amounts owed to the Consultant pursuant to Section 10 hereof. In determining the amount of any payments owed to the Consultant, the value of the Services performed by the Consultant prior to termination shall be no greater than the value that would result by utilizing the ratio of the amount of work that has been performed by the Consultant and delivered to and found to be acceptable by the Authority to the total amount of work to be performed by the Consultant in providing the Services under this Agreement. If it is necessary for the Authority to retain one or more substitute firms to complete and/or correct Services to be performed by the Consultant under this Agreement, the Authority may postpone all payments due the Consultant until said Services are complete so as to permit the Authority to make a final determination of additional costs, if any, incurred by the Authority as a result of the Consultant's default, to be deducted from and set off against any outstanding balance of fees due the Consultant.

7. Optional Termination.

A. Generally. The Authority has the right to terminate this Agreement at its sole option, at any time with or without cause, by providing thirty (30) days' prior written notice of such intention to terminate pursuant to Section 18 hereof and by stating in said notice the "Optional Termination Date" (herein so called). Upon such termination, the Authority shall enter into a settlement with the Consultant upon an equitable basis as determined by the Authority, which shall fix the value of the Services performed by the Consultant prior to the Optional

Termination Date in the manner set forth below. In determining the value of the Services performed, the Authority shall consider the following:

- i. The ratio of the amount of work satisfactorily performed by the Consultant before the Optional Termination Date to the total amount of work contemplated to be undertaken by the Consultant as set forth in this Agreement.
- ii. The amount of the direct expense incurred by the Consultant for work performed prior to the Optional Termination Date in proportion to the amount of the total direct expense which the Consultant would have incurred had it been allowed to complete the work contemplated by the Agreement.

Direct expense shall be the sum of the following items of expense actually incurred by the Consultant:

- i. Reasonable and customary salary and overhead costs incurred by the Consultant in performing all services hereunder; and
- ii. Reasonable and customary travel, subsistence, subcontracts cost and other direct and actual expenses incurred by the Consultant in performing the Services and directly chargeable thereto. This shall include reasonable traveling expenses of employees of the Consultant in visiting the project site, attending conferences, and making other necessary trips required to provide the Services.

In determining the value of the work performed by the Consultant prior to the Optional Termination Date, no consideration will be given to anticipated profit, which the Consultant might possibly have made on the uncompleted portion of the Services.

B. No Further Rights, Etc. Termination of this Agreement and payment of an amount in settlement as described in this Section 7 shall extinguish all rights, duties, obligations, and liabilities of the Authority and the Consultant under this Agreement, and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Consultant from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute.

C. No Further Compensation. If the Authority shall terminate this Agreement as provided in this Section 7, no fees of any type, other than fees due and payable as of the Optional Termination Date, shall thereafter be paid to the Consultant; provided that the Authority shall not waive any right to damages incurred by reason of the Consultant's breach hereof. The

Consultant shall not receive any compensation for Services performed by the Consultant after the Optional Termination Date, and any such Services performed shall be at the sole risk and expense of the Consultant.

D. Suspension or Modification of Services. In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the Services of the Consultant hereunder for up to one hundred eighty (180) consecutive days, but not terminate this Agreement, by providing the Consultant with not less than thirty (30) days prior written notice to that effect (or any such shorter notice as is acceptable to the Consultant). Thereafter, the suspended services may be reinstated and resumed in full force and effect upon receipt from the Authority of thirty (30) days' prior written notice requesting same. Similarly, the Authority may expand, limit, or cancel any portion of the Services previously assigned to the Consultant in accordance with this Agreement. The Consultant shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend or modify the Services pursuant to this Section 7; provided, however, that any time limits established by the parties or otherwise for the completion of specific portions of the Services suspended pursuant to this Section 7 shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the Consultant agrees that no claims for damages or other compensation shall be made by the Consultant for any delays or hindrances occurring during the progress of any portion of the Services specified in this Agreement as a result of any suspension or modification of the Services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the Consultant to proceed to complete any Services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

8. Personnel, Equipment and Material.

A. Adequate Personnel, Etc. The Consultant shall furnish and maintain, at its own expense, personnel and equipment that, in the sole opinion of the Authority, is adequate and sufficient to perform the Services when and as required and without delays. Without limiting the foregoing, all of the Consultant's personnel assigned to the Services shall have the training,

experience and resources necessary to perform their respective tasks with the due and professional diligence customary of an engineering firm enjoying a favorable standing and reputation in the State of Texas, and in all events without delays attributable to the Consultant which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Authority's projects or the progress of the feasibility evaluation, design or construction of any such project. All persons, whether employees of the Consultant or of an approved subconsultant providing the Services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law. Without limiting the foregoing, all persons in charge of engineering work shall be licensed to practice professional engineering in the State of Texas or otherwise shall be approved by the Authority prior to their involvement with the Services to be performed under this Agreement.

B. Removal of Employee. All employees providing the Services, whether employees of the Consultant or of an approved subconsultant, shall have such knowledge and experience as will enable them to perform efficiently and competently the duties assigned to them. Any such person who, in the opinion of the Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Authority, immediately be removed from the Services. The Consultant shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) days thereafter; provided, however, that said candidate shall not begin work under this Agreement unless and until approved by the Authority.

C. Consultant Furnishes Equipment, Etc. Except as otherwise specified in this Agreement, the Consultant shall furnish all equipment, transportation, supplies, and materials required for the provision of the Services under this Agreement.

D. Certain Staff. If the Consultant employs any person who formerly had been employed by the Authority, the Consultant shall not, without the written consent of the Authority, assign or allow such a person to perform any work associated with this Agreement for a period of one (1) year after that person is hired by the Consultant.

E. Registration with State of Texas. If the Consultant is a sole proprietorship, firm, co-partnership, corporation, or joint stock association, then the Consultant warrants and covenants that it is, and will remain throughout the term of this Agreement, registered with the Texas Board of Professional Engineers, as required by the Texas Engineering Practice Act.

9. Ownership of Information and Materials.

A. Generally. Notwithstanding any provision in this Agreement or in common law or statute to the contrary, all of the plans, tracings, estimates, specifications, computer records, discs, and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Consultant, together with all materials and data furnished to it by the Authority pursuant to this Agreement, are instruments of service and shall at all times be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority; and if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay, and in no event later than fifteen (15) days after such demand is made. The Authority hereby grants the Consultant a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the Consultant shall deliver to the Authority all such materials and documents without delay, and in no event later than fifteen (15) days after the expiration of such license. If the Consultant desires later to use any of the data generated or obtained by it in connection with the Services or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Authority. Notwithstanding anything contained herein to the contrary, the Consultant shall have the right to retain a copy of the above materials, records and documents for its archives.

B. Separate Assignment. If for any reason the agreement of the Authority and the Consultant set forth in subsection 9.A. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Consultant hereby assigns and agrees to assign to the Authority all right, title and interest that Consultant may have or at any time acquire in said work product and other materials, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the Consultant to the Authority and resulting from the Services

performed under this Agreement are intended by the Consultant solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Consultant shall have no liability for the use by the Authority of any work product generated by the Consultant under this Agreement for any purpose other than for the specific purpose for which the work product was prepared. Any other reuse of such work product, without the prior written consent of the Consultant, shall be at the sole risk of the Authority.

C. Reimbursable expenses. The Consultant agrees that any non-personal items, including, but not limited to, cameras, surveying equipment, measuring devices, computers, and cell phones, purchased specifically for the provision of the Services under this Agreement and reimbursed by the Authority are property of the Authority, and shall be delivered to the NTTA prior to termination of the Agreement. Such items shall be in good working order, subject to normal wear and tear.

10. Authority Indemnified.

The Consultant shall indemnify and hold harmless the Authority and its officers, directors, employees, agents, and consultants from any claims, costs or liabilities of any type or nature and by or to any persons whomsoever, to the extent arising from the Consultant's negligent acts, errors or omissions in the performance of the Services under this Agreement, whether such claim or liability is based in contract, tort, or strict liability, or otherwise. The Consultant shall also indemnify and hold harmless the Authority, its officers, directors, employees, agents, and consultants from any and all expenses, including reasonable attorneys' fees, incurred by such parties in litigating or otherwise resisting said claims, costs or liabilities. In the event that the Authority, its officers, directors, employees, agents, or consultants is or are found to be wholly or partially at fault, the Consultant shall not be responsible for the percentage of fault attributable to the negligence of such parties, but the Consultant shall, nevertheless, indemnify such parties from and against the percentage of fault attributable to the Consultant, its officers, directors, employees, agents, consultants, and contractors or to their conduct.

11. Insurance.

A. The Consultant shall, at the Consultant's own expense, obtain insurance coverages in the respective amounts specified in Exhibit C, attached hereto and incorporated into

this Agreement for all purposes as if fully set forth herein. Consultant hereby agrees that it shall maintain any and all required insurance in full force and effect during the term of this Agreement or for a longer term as may be otherwise provided for hereunder.

B. Consultant hereby agrees that all policies will be written through companies licensed or approved to transact that class of insurance in the State of Texas, rated with respect to the companies providing the insurance by A.M. Best Co. as “A minus 8” or better.

C. Upon the execution of this Agreement by the Consultant, the Consultant shall furnish certificates of insurance, on the Agency Company Organization Research & Development (i.e., ACORD Form 27), acceptable to the Authority evidencing compliance with the requirements of this Section 11. The certificates shall indicate the name of the insured, the name of insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage. Additionally, all insurance furnished for Commercial General Liability and Business Automobile shall name the Authority as an additional insured. On all policies and certificates, the insurer shall certify that the aggregate amount shown on insurance limits is in full force and has not been diminished. The insurance carrier shall include in each of the insurance policies required under Exhibit C the following statement: “This policy shall not be canceled or materially changed during the period of coverage without at least thirty (30) days’ prior written notice addressed to the North Texas Tollway Authority, P.O. Box 260729, Plano, Texas 75026, Attention: Insurance and Claims Coordinator.”

D. In addition to the rights of termination under Section 6, if the Consultant fails to maintain the insurance required by this Section at the levels specified, through the duration of this Agreement, the Authority may immediately suspend all work or terminate this Agreement on written notice to the Consultant. Such termination shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which the Authority may have against the Consultant for its failure to perform satisfactorily any obligation hereunder, nor shall such termination abrogate or in any way affect the indemnification obligations of the Consultant set forth in Section 10 hereof.

12. Subletting.

The Consultant shall not sublet, assign, or transfer any part of the Services or obligations included in this Agreement without the prior written approval of the Authority. Responsibility for sublet, assigned or transferred Services shall remain with the Consultant.

13. Meetings and Conferences.

At the request of the Authority, the Consultant shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Authority, (b) the Authority's General Engineering Consultant ("GEC"), (c) the offices of the Authority's general counsel or (d) any reasonably convenient location when requested by the Authority, and the Consultant shall provide personnel for periodic meetings with other parties when requested by the Authority.

14. Inspections of Work and Records.

The Consultant shall permit inspections of its Services and work by the Authority, the GEC, or others when requested by the Authority. In addition, the Authority, or any duly authorized representative of the Authority, including the GEC, may at all reasonable times inspect and examine the books and records of the Consultant for the purpose of (a) checking the salary costs and other expenses described and/or contemplated by this Agreement or (b) otherwise confirming the Consultant's compliance with the terms of this Agreement. The Consultant shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its offices during the term of this Agreement and for a period of three (3) years after the date of final payment hereunder.

15. Appearance as Witness.

If requested by the Authority, the Consultant shall prepare for and appear at conferences at the offices of the Authority's legal counsel and in court with reference to any pending or proposed litigation matter which pertains to this Agreement or which in any way involves issues or information relating to or resulting from its work hereunder. The Consultant shall assign the employees (including its principals), as selected and requested by the Authority, to provide expert engineering services related to legal proceedings, court actions, and settlement negotiations, including such services as engineering research related to impending legal actions,

preparation of trial exhibits, serving as expert witnesses, and appearances in court as a non-testifying advisor on behalf of the Authority. Compensation to the Consultant for such Services shall be payable as Extra Work in accordance with the provisions of this Agreement.

16. Compliance with Laws.

The Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers' compensation laws, anti-discrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Regional Tollway Authority Act, and all amendments and modifications to any of the foregoing, if any. When required, the Consultant shall furnish the Authority's general counsel with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

17. Relationship between the Parties.

The Consultant shall be and shall operate entirely as an independent contractor in the performance of the Services. The Consultant shall be responsible for taking all appropriate steps to ensure the safety of its employees and of the public in connection with its provision of the Services under this Agreement. The Consultant shall have no authority to enter into any contract binding upon the Authority, or to create any obligation on behalf of the Authority, without express authorization from the Executive Director of the Authority. As an independent contractor, neither the Consultant nor its employees or subconsultants shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Authority. Under no circumstances shall the Consultant or its employees or subconsultants represent to suppliers, contractors or any other parties that any of them is employed by the Authority or the GEC or serves the Authority or GEC in any capacity other than as an independent contractor. The Consultant shall clearly inform all suppliers, contractors and/or any other inquiring entity, agency or individual that it has no authority to bind the Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the

Authority whatsoever with respect to the liabilities, obligations or acts of the Consultant, its employees or subconsultants, or any other person.

18. Delivery of Notices.

Unless otherwise designated by written notice, all written notices, demands, and other papers or documents to be delivered to the Authority or the Consultant under this Agreement shall be delivered to their respective addresses as set forth on page 1 above. All written notices, demands, and other papers or documents, including, but not limited to changes of addresses for delivery, served upon the Authority or the Consultant in the aforesaid manner shall be deemed served or delivered for all purposes hereunder either (a) three (3) days following the U.S. Postal Service's postmarked date if mailed or (b) immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

19. Reports of Accidents, Etc.

Within twenty-four (24) hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (including an employee of the Consultant) which results from or involves any action or failure to act of the Consultant or any employee or agent of the Consultant or which arises in any manner from the performance of this Agreement, the Consultant shall send a written report of such accident or other event to the Authority, setting forth a full and concise statement of the facts pertaining thereto. The Consultant also shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the Consultant, its agents, employees or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Consultant's performance of the Services under this Agreement.

20. Authority's Acts.

Anything to be done under this Agreement by the Authority may be done by such persons, corporations, firms, or other entities as the Authority may designate.

21. Limitations.

Notwithstanding anything herein to the contrary, all covenants and obligations of the Authority under this Agreement shall be deemed to be valid covenants and obligations only to

the extent authorized by the Regional Tollway Authority Act and permitted by the laws and the Constitution of the State of Texas, and no officer, director or employee of the Authority shall have any personal obligations or liability thereunder.

22. Confidentiality.

During the period of the Consultant's retention as an independent contractor hereunder and at all times thereafter, Consultant agrees that it will not disclose to any unauthorized person, association, firm, corporation or other party any proprietary or confidential information expressly identified by the Authority as being confidential. All confidential and proprietary information so identified shall be held in strict confidence and shall not be disclosed or used for any purpose without the express written consent of the Authority, except as may be required by law. The parties hereby agree that each of the provisions in this Section 22 are important and material, and significantly affect the successful conduct of the business of the Authority, as well as its reputation and good will. Any breach of the terms of this Agreement, including but not limited to the provisions of this Section 22, is a material breach of this Agreement, from which the Consultant may be enjoined. The Consultant also understands and acknowledges that the Consultant's responsibilities under this Section 22 of this Agreement shall continue in full force and effect after the Consultant's contractual relationship with the Authority ends for any reason.

23. Captions Not a Part Hereof.

The captions or subtitles of the several sections, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its sections, subsections, divisions, or other provisions.

24. Controlling Law, Venue.

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Collin County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

25. Complete Agreement.

This Agreement (including all exhibits, schedules and other attachments hereto) sets forth the complete agreement between the Authority and Consultant. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No work authorization or other amendment or supplement to this Agreement shall be of any effect unless in writing and executed by the Authority and the Consultant.

26. Severability.

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

27. Authorization.

The Consultant has full power, capacity, authority, and legal right to execute and deliver this Agreement and to perform all obligations required of the Consultant set forth herein. If the Consultant is a corporation, it is duly organized, validly existing, in good standing, and qualified to do business under the laws of the State of Texas and the individual or individuals executing this Agreement on its behalf are fully authorized to do so without the necessity of any additional action by its board of directors, shareholders, or any other party. If the Consultant is a partnership, it is duly formed and qualified to do business under the laws of the State of Texas, and the individual or individuals executing this Agreement on its behalf are fully authorized to do so without the necessity of any additional action by its partners or any other party. The execution, delivery, and performance by the Consultant of this Agreement shall neither conflict with any laws, statutes, regulations, or decisions affecting the Consultant nor breach any contractual covenants or restrictions between the Consultant and any other party. The undersigned signatory or signatories for the Consultant hereby represent and warrant that each signatory is a fully authorized officer, partner or representative, as applicable, of the Consultant and that said signatory has full and complete authority to execute this Agreement on behalf of the

Consultant. The Authority shall be relying on the assurances provided in this Section 27 in entering into this Agreement.

28. Interpretation.

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

29. Conflicts of Interest.

The Consultant represents and warrants to the Authority, that as of the Effective Date and throughout the term hereof, that it, its employees and subconsultants (a) shall have no financial or other beneficial interest in any contractor, architect, engineer, product or service evaluated or recommended by the Consultant, except as expressly disclosed in writing to the Authority, (b) shall discharge their engineering responsibilities under this Agreement professionally, impartially and independently, and after considering all relevant information related thereto, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder.

30. No Contingent Fees.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subconsultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant or a subconsultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this warranty, the Authority shall have the right to annul or terminate this Agreement without liability or, in its sole discretion, to deduct from the contract the price or compensation, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

31. Texas Franchise Tax Certification.

The Consultant hereby certifies that it is not delinquent in its Texas Franchise Tax payments, or alternatively, that it is exempt from, or not subject to, such tax. A false statement concerning the Consultant's franchise tax status shall constitute grounds for cancellation of this Agreement, at the sole option of the Authority.

32. Sales and Use Taxes.

The Consultant shall be responsible for the payment of all federal, state, local and other taxes, impositions, and assessments imposed in connection with the Agreement, including without limitation all taxes imposed on property, services, and other items required in connection with the Consultant's performance of this Agreement. The amount of payments to be made by the Authority to the Consultant as stated in this Agreement shall not be increased to cover any taxes, impositions, or assessments payable by the Consultant in connection with this Agreement. The Authority is tax-exempt entity under Section 151.309 of the Texas Tax Code. The Consultant is solely responsible for determining if under the Texas Tax Code, the Texas Administrative Code, or any other legal authority, any property or service purchased by the Consultant in connection with its performance of this Agreement is exempt from taxation.

33. Compliance with Diversity Policy.

The Authority is an Equal Opportunity Employer. In conducting business with or on behalf of the Authority, the Consultant shall not discriminate against any person because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. The Consultant further acknowledges the Authority's commitment to facilitate and assure the participation of disadvantaged and small businesses in the Authority's procurement process through its Disadvantaged, Minority, Women-Owned and Small Business Enterprises (Diversity) Policy ("Diversity Policy") and agrees that it will use its best efforts to assist the Authority in the Authority's fulfillment of such commitment. It is the policy of the Authority's Board of Directors that disadvantaged and small businesses have the maximum practicable opportunity to participate in the awarding of Authority contracts and related subcontracts. To do so the Authority has developed its Diversity Policy, attached hereto as Exhibit D and incorporated into this Agreement for all purposes as if fully set forth herein. The Authority requires that all

Consultants, including certified D/M/WBE firms hereby agree to submit a fully executed copy of the Commitment Agreement Form For All Subcontractors (Form 4906) to the Authority, a copy of which is attached hereto also as part of Exhibit D, in relation to this Agreement. In connection with any subletting, assignment or transfer of its work or obligations hereunder, the Consultant shall serve in a role typically described as the prime contractor with respect to all Services provided pursuant to this Section and will be responsible for ensuring the delivery all of the Services of whatever kind provided pursuant to this Section. The Consultant will also submit a monthly report of the status of its D/M/W/SBE subconsultants. Reports will be submitted monthly with the Consultant's monthly invoices to the Authority's Business Diversity Liaison and the applicable department director in the form designated by the Business Diversity Liaison.

34. Successors.

This Agreement shall be binding upon and inure to the benefit of the Authority, the Consultant, and their respective heirs, executors, administrators, successors, and permitted assigns.

35. Subconsultants.

All subconsultants engaged by the Consultant must be qualified to perform all Services assigned to them. Responsibility for sublet, assigned, or transferred Services shall remain with the Consultant.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the as of the Effective Date.

NORTH TEXAS TOLLWAY AUTHORITY,
a regional tollway authority and a political
subdivision of the State of Texas

[insert full legal name of firm as shown on page 1]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date of Execution:
_____/____/20__

Date of Execution:
_____/____/20__

ATTEST:

ATTEST:

By: _____
_____, Secretary

By: _____
_____, Secretary

**[If Consultant's governing documents do not require
attestation of contracts, type: "Attestation not required"
in attestation signature block.]**

Approved As To Form:

By: _____
Print name: _____
Title: _____

EXHIBIT A
SCOPE OF SERVICES

This Exhibit A is attached to and made a part of that certain North Texas Tollway Authority Agreement for Engineering Services between the North Texas Tollway Authority and **[Insert Name of Consulting Firm]** (the “Agreement”). Any term used in this exhibit shall have the meaning given to that term by the Agreement. The Scope of Services under the Agreement is generally described on the following pages of this Exhibit A. Provided, however, that additional Scopes of Services for particular work assigned to the Consultant pursuant to work authorizations issued under this Agreement shall be set forth in such work authorizations, and in the event of any irreconcilable conflict between the Scope of Services set forth on this Exhibit A and the Scope of Services set forth in work authorizations, the description of the Services set forth in the work authorizations’ Scope of Services shall control.

Except as otherwise expressly set forth to the contrary in a Work Authorization, regardless of whether the Consultant observes or monitors portions of work to be performed under a construction contract, the Consultant shall not: (a) control or have charge of, or be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with such construction work, (b) manage, supervise, control or have charge of such construction work, or (c) be responsible for the acts or omissions of construction contractor(s) or other parties on the project. Nor shall any monitoring or observation by the Consultant of work under a construction contract relieve the construction contractor(s) from responsibility for performing the work in accordance with applicable construction contract documents.

(See attached pages for general Scope of Services)

Exhibit A – Scope of Services

ACKNOWLEDGED AND AGREED
the _____ day of _____, 20__.

By: _____
Name: _____
Title: _____

EXHIBIT B
COMPENSATION

This Exhibit B is attached to and made a part of that certain North Texas Tollway Authority Agreement for Engineering Services between the North Texas Tollway Authority and [Insert Name of Consulting Firm] (the "Agreement"). Any term used in this exhibit shall have the meaning given to that term by the Agreement.

1. **Contract Maximum.** Notwithstanding anything to the contrary contained in any work authorization issued under this Agreement, the total aggregate compensation payable under the Agreement for the Services shall not exceed _____ AND NO/100 DOLLARS (\$____,____,____.00) (the "Contract Maximum"). The Consultant shall notify the Authority immediately if the sum of amounts specified as compensation in all work authorizations issued under the Agreement ever exceed the Contract Maximum.

2. **Work Authorizations.** Compensation payable under particular work authorizations issued under the Agreement shall be specified in such work authorizations, and shall be in amounts agreed upon by the Authority and the Consultant based upon the estimated reasonable cost of providing the Services called for by such work authorization plus a reasonable profit.

ACKNOWLEDGED AND AGREED
the ____ day of _____, 20____.

By: _____
Name: _____
Title: _____

EXHIBIT C
REQUIRED INSURANCE

This Exhibit C is attached to and made a part of that certain North Texas Tollway Authority Agreement for Engineering Services between the North Texas Tollway Authority and [Insert Name of Consulting Firm] (the "Agreement"). Any term used in this exhibit shall have the meaning given to that term by the Agreement.

The attachment provides for two options relating to Umbrella Liability, Business Auto Liability, Commercial General and Workers' Compensation Insurance. The Consultant chooses the following for the Agreement:

Option 1 _____

Option 2 _____

The insurance required under the Agreement shall be maintained in accordance with the amounts set forth in the document attached hereto:

(See attached pages)

ACKNOWLEDGED AND AGREED
the _____ day of _____, 20____.

By: _____
Name: _____
Title: _____

EXHIBIT D
DIVERSITY POLICY

This Exhibit D is attached to and made a part of that certain North Texas Tollway Authority Agreement for Engineering Services between the North Texas Tollway Authority and **[Insert Name of Consulting Firm]** (the “Agreement”). Any term used in this exhibit shall have the meaning given to that term by the Agreement.

The M/W/DBE participation required under the Agreement shall be supplied in accordance with the attached copy of the policy. In relation to the Agreement, the following goal for M/W/DBE participation is established: [_____ %].

The Consultant hereby agrees to submit a fully executed copy of the Commitment Agreement Form for All Subcontractors (Form 4906) to the Authority, a copy of which is attached hereto.

(See attached pages)

ACKNOWLEDGED AND AGREED
the _____ day of _____, 20_____.

By: _____
Name: _____
Title: _____

Contract No. [Insert Contract No.]

ATTACHMENT

WORK AUTHORIZATION NO. 1
UNDER NORTH TEXAS TOLLWAY AUTHORITY AGREEMENT FOR
ENGINEERING SERVICES BETWEEN THE NORTH TEXAS TOLLWAY AUTHORITY
AND [INSERT NAME OF CONSULTING FIRM]

(Attached on the immediately following pages)

WORK AUTHORIZATION NO. _____
TO NORTH TEXAS TOLLWAY AUTHORITY
AGREEMENT FOR ENGINEERING SERVICES
[cost + percentage]

This Work Authorization No. _____ (this "Work Authorization") is issued and effective as of this ___ day of _____, 20____, under the terms and conditions established in the AGREEMENT FOR ENGINEERING SERVICES dated as of _____, 20____, (the "Agreement"), between the NORTH TEXAS TOLLWAY AUTHORITY ("Authority") and _____ ("Consultant"). Any capitalized term used in this Work Authorization that is not expressly defined in this Work Authorization shall have the meaning given to that term under the Agreement.

Section A. – Scope of Services

The Consultant shall render to the Authority in accordance with all of the terms and conditions of the Agreement and this Work Authorization all of the Services described in Scope of Services attached as Exhibit A to this Work Authorization (the "WA Services"), which is hereby incorporated into this Work Authorization and the Agreement. The WA Services shall comprise a portion of the overall Services under the Agreement.

Section B. – Schedule

The Consultant shall perform the WA Services according to the schedule set forth on Exhibit B attached to this Work Authorization, which is hereby incorporated into this Work Authorization and the Agreement:

Section C. – Compensation

Total compensation for performance of the WA Services (together with any ancillary services related thereto that are within the general scope of the Services under the Agreement or this Work Authorization), including, but not limited to, sub-consultant costs, if any, will equal the lesser of: (1) \$ _____ (the "Work Authorization Maximum"), and (2) the sum of:

- (A) (i) (a) Consultant's actual direct labor cost paid to personnel performing the WA Services, multiplied by (b) the number of hours properly devoted to the WA Services, and multiplying that product by (ii) a "Multiplier" (defined below), plus
- (B) a profit component equal to _____ percent (_____%) of the amount calculated under (1) above.
 - a. Company A, Inc. _____percent (____ %) of the amount calculated under (1) above.
 - b. Company B _____percent (____ %) of the amount calculated under (1) above.
 - c. Company C, Inc. _____percent (____ %) of the amount calculated under (1) above.

The "Multiplier" applicable to direct labor cost shall be the "standard Multiplier" specified below; provided, that, if applicable, an "in-house Multiplier," shall be applied in lieu of the standard Multiplier with respect to Services provided by employees required or permitted to office at the Authority's facilities, as described below.

- (A) The standard Multiplier under this Work Authorization shall equal the sum of 1.0 + 1._____.
- (A) The standard Multiplier under this Work Authorization for the Consultant and each of its respective subconsultants shall equal the following:
 - a. Company A, Inc.: the sum of 1.0 + 1.____
 - b. Company B: the sum of 1.0 + 1.____
 - c. Company C, Inc.: the sum of 1.0 + 1.____
- (B) The in-house Multiplier under this Work Authorization shall equal the sum of 1.0 + 1._____. [This paragraph should be struck through if no employees of the Consultant or its subconsultant will maintain an office at the Authority's facilities.]

The standard Multiplier is based upon the Consultant's approved auditable overhead rate as of the date of this Agreement as allowed under the provisions of 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31) (the "FAR Overhead Rate"). The in-house Multiplier is discounted from the standard Multiplier due to certain office overhead costs being inapplicable to the Consultant's employees officing at the Authority's facilities.

The in-house Multiplier shall apply to the direct labor cost of each individual employed by the Consultant or a subconsultant that the Authority requires or, at the Consultant's request, permits to maintain an office at the Authority's facilities while providing the Services. The standard Multiplier shall apply to all other employees of the Consultant or its subconsultants who provide Services under this Work Authorization.

A schedule of estimated compensation components, including the standard hourly rates of the personnel positions of those persons who will provide WA Services, is attached hereto as Exhibit C. The Consultant shall not modify such hourly rates charged to the Authority without the Authority's express prior written consent.

Notwithstanding the foregoing or any other provisions of this Work Authorization or any other work authorizations previously or hereafter issued under the Agreement, the compensation payable to Consultant under this Work Authorization, when added to all payments previously made to Consultant under the Agreement, shall not exceed the Contract Maximum set forth in Exhibit B to the Agreement.

This Work Authorization and the Agreement set forth all of the agreements of the parties with regard to the WA Services. This Work Authorization is hereby incorporated into and made a part of the Agreement. Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect as originally written.

NORTH TEXAS TOLLWAY AUTHORITY,
a regional tollway authority and a political
subdivision of the State of Texas

[insert full legal name of firm as shown on page 1]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date of Execution:
_____/_____/20____

Date of Execution:
_____/_____/20____

EXHIBIT A
SCOPE OF WA SERVICES FOR
WORK AUTHORIZATION NO. _____

(See attached pages)

EXHIBIT B
SCHEDULE FOR PERFORMANCE OF WA SERVICES
FOR WORK AUTHORIZATION NO. _____

This Exhibit B is attached to and made a part of that certain North Texas Tollway Authority Agreement for Engineering Services between the North Texas Tollway Authority and **[Insert Name of Consulting Firm]** (the "Agreement"). Any term used in this exhibit shall have the meaning given to that term by the Agreement.

The Services required under the Agreement shall be supplied in accordance with the following schedule:

The Work Authorization Agreement will expire on **[Insert Expiration Date]**, notwithstanding early termination or adjustment in accordance with the Agreement.

EXHIBIT C

**SCHEDULE OF
ESTIMATED COMPENSATION COMPONENTS
FOR**

(See attached pages)