



NORTH TEXAS TOLLWAY AUTHORITY

**NORTH TEXAS TOLLWAY AUTHORITY
RFQ # 03555-NTT-00-PS-MA**

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL SERVICES POOL FOR
CONSTRUCTION MANAGEMENT SERVICES AND/OR
CONSTRUCTION MATERIALS TESTING SERVICES**

Non-Mandatory Pre-proposal Meeting

A non-mandatory Pre-proposal meeting will be held on:
Tuesday, February 12, 2013 @ 2:00 pm

In the Board Room at the following location:

**NORTH TEXAS TOLLWAY AUTHORITY
5900 West Plano Parkway, Suite 200
Plano, Texas 75093**

Firms are encouraged (but not required) to attend the
Pre-proposal meeting for this project

Responses Due:

Friday, March 1, 2013 @ 3:00 pm

At the following location:

**NORTH TEXAS TOLLWAY AUTHORITY
Attn: Procurement Services
5900 West Plano Parkway, Suite 100
Plano, Texas 75093**

Vendor Information Page

Please Print or Type

FIRM'S NAME: _____

FIRM'S PHYSICAL ADDRESS: _____

CITY/STATE/ZIP: _____

FIRM'S MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

TAXPAYER IDENTIFICATION NUMBER: _____

The undersigned affirms that he or she is authorized to submit the firm's response to this RFB and execute a contract between the firm and the North Texas Tollway Authority. The undersigned further affirms that all of the statements and representations made in the response were made based on reasonable inquiry and are complete and accurate to the best of the knowledge of the undersigned. The NTTA reserves the right to reject any response found to contain false, misleading or inaccurate information. By signing and submitting this response the firm certifies that it understands the terms and conditions of this RFB and that it agrees with such terms and conditions except those to which it specifically objects in writing.

FIRM'S AUTHORIZED AGENT

AUTHORIZED AGENT'S SIGNATURE

TITLE

Acknowledgement of Addendum (please initial for each addendum)

Addendum #1	Addendum#2	Addendum #3	Addendum #4	Addendum #5

Attention All Respondents: This form must be completed, signed and returned with your proposal in a section labeled “required NTTA forms”. Firms must reference all applicable page numbers where the required information can be found in their submitted response. This completed page should be located at the front of your response so that staff may locate the required responses easily.

	PAGE REFERENCE
<input type="checkbox"/> Vendor Information Form	_____
<input type="checkbox"/> Confidentiality and Non-disclosure Statement – Attachment A	_____
<input type="checkbox"/> Conflict of Interest Questionnaire, Affidavit and Supplement to Conflict of Interest Questionnaire – Attachment B	_____
<input type="checkbox"/> Addenda acknowledgements (if issued by NTTA, the signed acknowledgement form must be included in the response to the RFQ)	_____
<input type="checkbox"/> Response to debarment and litigation declaration form	_____
<input type="checkbox"/> Complete Response as required in Section VI, subparagraph A, B and C (1 through 9)	_____
<input type="checkbox"/> Contract Exceptions	
<input type="checkbox"/> Exceptions listed (if exceptions are taken a marked up contract must be provided and reviewed by NTTA legal staff)	_____
<input type="checkbox"/> No exceptions listed	

FIRM NAME

SIGNATURE

Questions about this RFQ should be directed via e-mail to Reggie Sanderfer, NTTA Senior Buyer, at rsanderfer@ntta.org no later than **Monday, February 18, 2013 at 5:00 pm.**

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, the President George Bush Turnpike, Sam Rayburn Tollway, Addison Airport Toll Tunnel, Lewisville Lake Toll Bridge and the Mountain Creek Lake Bridge, and the NTTA Special Projects System, consisting of the President George Bush Turnpike – Western Extension and the Chisholm Trail Parkway. 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)
Victor T. Vandergriff (Tarrant 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)
Robert K. Shepard (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.

II. SERVICE CATEGORIES AND TERM

This RFQ seeks to select consultants to serve in 2 service pools based on 2 distinct service categories as described in the “Scope of Services”.

Respondents can submit qualifications for either or both of the categories listed herein.

1. Construction Management Services (Attachment F Scope – Exhibit A-1)
2. Construction Materials Testing Consultant (Attachment F Scope – Exhibit A-2)

Separate responses are required for each scope of services that a firm seeks to be considered for, the responses can be sent in the same envelope but must be distinctly identified as “Response to Scope Exhibit A-1” and/or “Response to Scope Exhibit A-2”

Firms selected for a pool will serve in the pool for an initial term of 3 years with 2 one year optional renewals, or until they withdraw or they are disqualified by the NTTA. At their sole discretion the NTTA may elect to renew or terminate this pool at any time. Selection to a pool is not a guarantee of work or selection for any specific project for the NTTA.

III. MULTIPLE AWARDS LIMITATION AND CONFLICTS

The firms currently serving as the General Engineering Consultant, Program Management Consultant and the Maintenance Management Consultant are expressly prohibited from serving in the pools identified in this RFQ. Additionally any firms performing as sub-consultants to these firms are prohibited.

Firms selected to serve in a pool for a specific category or both categories may be subject to multiple awards limitations or conflicted in regard to other projects. Such limitations and conflicts would be considered on a "project by project" basis and could potentially limit firms eligibility for certain projects.

IV. TERMS OF CONTRACT/EXCEPTIONS

The form of the contract is found in Attachment E. By submitting its statement of qualifications, the respondent agrees to the terms and conditions of that contract. If respondent takes any exception with any provision in the contract respondent must note that exception in its response in a separate section entitled "Contract Exceptions." The NTTA may consider any exceptions made by the respondent in evaluating the respondent's proposal pursuant to Section VIII. Respondents are deemed to agree with all terms and conditions of the contract to which it has made no exception. The contract will become effective upon the final approval by the NTTA Board. Contract exceptions must be in the form of a "marked up" version of the contract found in Attachment E. Firms not providing exceptions to the sample contract provided will be expected to sign a substantially similar contract in the event they are selected for an NTTA project. Firms may not seek any modifications to terms and stipulations that are provided in the sample contract in Attachment E unless previously agreed upon in the course of the evaluation of their submittal to this RFQ.

V. ADDITIONAL INFORMATION

A. TELEGRAPHIC/ELECTRONIC PROPOSALS

Proposals sent by facsimile machines and/or emails are not acceptable and will be rejected. Respondents should allow adequate time for delivery of their proposals either by airfreight, postal services, or by other means.

B. QUESTIONS/INQUIRIES

Questions about this RFQ should be directed in , via e-mail to Reggie Sanderfer, Senior Buyer, no later than **Monday, February 18, 2013 at 5:00 pm**. The NTTA will transmit all written questions and its written responses to all respondents. Respondents should not rely on anything other than such written responses.

All other communications relating to this RFQ must likewise be directed to Mr. Sanderfer at the following address:

North Texas Tollway Authority
5900 West Plano Parkway, Suite 100
Plano, Texas 75093
Attn: R. Sanderfer, Senior Buyer
RFQ Number – 03555-NTT-00-PS-MA

Or -

EMAIL: rsanderfer@ntta.org

C. INTERPRETATIONS AND ADDENDA

No interpretation or modification of the RFQ is binding on the NTTA unless issued in writing and distributed as an addendum to this RFQ by the NTTA. **Requests for interpretations and/or clarifications of the RFQ must be made in writing and directed to Reggie Sanderfer at the contact information provided herein.** All addenda issued by the NTTA will become part of this RFQ.

D. INSTRUCTIONS REGARDING OTHER COMMUNICATIONS

From the issuance date of this RFQ until the date the final contract is approved by the NTTA Board of Directors, respondents are prohibited from directly or through intermediaries making any material argument or supplying any material information concerning the RFQ to any NTTA director, officer or employee other than Reggie Sanderfer, Senior Buyer. Any action or communication in violation or circumvention of this provision will result in the disqualification of the offending respondent.

E. LANGUAGE, WORDS USED INTERCHANGEABLY

For purposes of this RFQ, the words AUTHORITY or NTTA refers to the NORTH TEXAS TOLLWAY AUTHORITY throughout this document. Similarly, RESPONDENT, VENDOR, and PROPOSER refer to the person or company submitting statement of qualifications to the Authority. The words RESPONSE, QUOTATION, and PROPOSAL are all offers from the PROPOSER. The NTTA has established for the purposes of this RFQ that the words ^[c1] MUST or WILL are equivalent in this RFQ and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the Authority. A deviation is material if, at the sole discretion of the Authority, the deficient response is not in substantial accord with this RFQ's mandatory condition requirements. The words SHOULD and MAY are equivalent in the RFQ and indicates very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in being considered as not in the best interest of the Authority.

VI. RESPONSE TO THIS RFQ

A. EXAMINATION OF RFQ DOCUMENTS

A respondent's failure to receive or examine any form, instrument, addendum or other document does not relieve the respondent from any obligation with respect to its proposal or to any contract resulting from this RFQ. The submission of a proposal will be taken as conclusive evidence of compliance with this condition.

B. PROPRIETARY INFORMATION

Any proprietary information contained in the Response must be so indicated with the following notation in **BOLD** letters at the top and bottom of the page: **THIS PAGE CONTAINS PROPRIETARY INFORMATION**. A general statement that the entire content or major portion of the Response is proprietary will not be honored.

C. PROPOSAL FORMAT GUIDELINES

Proposals should be as brief and concise as possible, providing relevant information and excluding marketing materials. Each proposal must adhere to the following order and content of sections; firms are encouraged to use dividers with indexed tabs that clearly identify the responses requested herein. Firms seeking to qualify in both categories must submit a separate response for each category and their responses must be labeled appropriately with the name of the category shown prominently for easy identification. Responses will be considered individually and a separate response does not guarantee selection for either category. Firms may be selected for one category or both categories. The scopes provided for each category can be found in Attachment F – Exhibit A-1 and A-2.

Responses must not exceed thirty (30) pages (8.5 x 11 inches with one-inch margins from all sides), type font size not less than 11-point and printed on one side. Submittals of information in response to this RFQ greater than the specified thirty (30) pages will not be reviewed. The thirty (30) page limit does not include professional resumes, cover sheets, fly leaves, table of contents, requested appendices and dividers or brochure material. These additional items should be limited and directly applicable to this RFQ.

1. Cover Letter

Provide a transmittal cover letter that provides a brief summary and overview of the qualifications of the Consultant. The letter should identify the name, address and phone number of the Prime Provider, and the name of the Project Manager(s). The cover letter should not exceed one page and must be signed by an individual authorized to enter into an Agreement with the Authority (1 page). Firms submitting qualifications for both categories must submit a separate cover letter as part of their separate proposals for each category.

2. Table of Contents

A table of contents indicating the content description and page number of all required responses and documents of this RFQ.

3. Introduction/History of the Firm

The Consultant should provide a brief (two page) history of the prime firm. The firm's history should include a record of the establishment of the local office and the Consultant's service disciplines offered by the local office. If personnel from an office outside the Dallas-Fort Worth area are expected to be assigned some of the services, a statement of such intent should be made. The discussion should identify the major roles or assignments to the prime firm only and the name, address and phone number of the primary contact person for the prime firm. The Authority acknowledges that a specific scope of services has not been established at this time. If selected, a particular Consultant may need to add specialized expertise as may be necessary under a specific contract (2 pages).

4. Project Experience

The Consultant shall provide a list of relevant project services of the prime provider currently ongoing or completed within the last five years. The project listing should not exceed three pages and should include the following (up to 2 pages):

- Project name and location,
- Brief description of the work performed on the project by any or all of the Consultant's team members identified below,
- Proposer's actions leading directly to quantifiable cost savings or efficiency in operations, if any, from past projects,
- Name, Address, and Phone Number of Client Contact (may be used for reference purposes).

5. Understanding of Service Categories or Disciplines within the Category

The Consultant should present a discussion of its understanding of the service categories desired and ability to complete assignments in a timely manner. The Consultant should discuss the manner in which coordination and the exchange of information will be assured between the Authority's prime consultants, governmental bodies, and the Authority. The Proposer shall also identify any innovative or cost saving programs performed for past clients and any quantifiable benefits that this firm proposes. The discussion should include the Consultant's quality control program and the policies and procedure utilized to assure complete, accurate and quality contract documents (up to 2 pages)

6. Organization Chart

Prepare a graphical organization chart that identifies the key personnel that will be assigned to a project and their area of expertise (up to 2 pages)

7. Staffing Matrix

Provide a table identifying the key project staff members, including the following information for each individual (up to 2 pages)

- Name
- Texas Registration (architecture, P.E., E.I.T.,L.A., R.L.S.,or any other relevant registrations or certifications)
- Area of expertise
- Location of office where individual is normally assigned (if other than local office)
- Years of experience
- Years of experience (with the responding firm)

8. Project Manager(s)

Discuss the qualifications and experience of the designated Project Manager for each category submitted. Describe the Project Manager's role in previous projects of similar nature. The intent is to allow the proposer to elaborate on the unique qualifications of the Project Manager(s), and not restate the information provided in the resumes. Different categories may have different Project Manager(s). (1 page total)

9. Business Diversity Program

Respondents to this RFQ must meet the requirements of the NTTA's Business Diversity Program, as stated in Attachments C and D. Individual projects will be evaluated and a goal will be established based on the scope of services for each project, firms selected for the pool will be expected to comply with the goals established for any project for which they are selected.

VII. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSIONS OF PROPOSALS

The Respondent must submit one (1) original and five (5) copies of the complete written response for each category to:

North Texas Tollway Authority
Director of Procurement Services
RFQ: # 03555-NTT-00-PS-MA
5900 West Plano Parkway, Suite 100
Plano, TX 75093

B. SCHEDULE

Public notification/advertisement:	1/25/13 & 2/1/13
Pre-Proposal meeting	2/12/13 @ 2:00 pm
Deadline for submitting questions:	2/18/13 @ 5:00 pm
RFQ Proposals due:	3/1/13 @ 3:00 pm
Oral Presentations:	TBD

Note: All times listed herein are Central Standard Time (CST) or Central Daylight Savings Time (CDST) as applicable, unless otherwise noted.

C. OFFICIAL TIME CLOCK

The time stamp device in the NTTA's customer reception lobby is the official time clock used for the purpose of the due date and time of the Proposals. Any discrepancies between this official time clock and any other time keeping devices are not the responsibility of the NTTA. Late proposals will be returned unopened to the submitting firm.

D. RESPONSES PROPERTY OF THE NTTA

All material contained in proposals, except copyrighted material, become the property of the NTTA regardless of the respondent selected. All copyrighted material must be clearly marked indicating the copyrighted status. Respondent will hold the NTTA harmless from any claims arising from the release of proprietary information not clearly designated as such by the respondent.

E. NO COMMITMENT

This RFQ does not commit the NTTA to award a contract or to pay any costs incurred for any services. The NTTA, at its sole discretion, reserves the right to accept or reject any or all responses received as a result of this RFQ, to negotiate with any qualified source, or to cancel this RFQ in part or in its entirety. All responses will become the property of the NTTA. If any proprietary information is contained in the response, it should be clearly identified.

F. CLARIFICATION

Respondent may be requested to provide additional information and/or clarify contents of their response package. Other than information requested by the NTTA, no respondent will be allowed to alter their response or add new information after the final filing date.

G. MINOR ERRORS/WAIVER

The NTTA reserves the right, in its sole discretion, to waive any technicality in a response to this RFQ, provided such action is in the best interest of the NTTA. Where the NTTA waives minor technicalities, such waiver does not modify the RFQ requirements or excuse the respondent from full compliance with the RFQ. Notwithstanding the waiver of any minor technicalities, the NTTA requires all respondents substantially comply with the requirements of this RFQ. The NTTA reserves the right to adjust schedule, issue addenda or take other action that is in the NTTA's best interest and will ensure a fair bidding process.

VIII. EVALUATION, AWARD AND CONTRACT

A. INTIAL SCREENING

Procurement Services will conduct an initial screening of each response to determine if the submittals are complete, fully responsive and contain the required signatures.

B. RESPONSIBLE RESPONDENT DETERMINATION

The Senior Buyer will next determine whether each respondent with a responsive proposal is a “responsible” respondent with whom the NTTA can or should do business, considering appropriate factors such as past convictions or debarments.

C. EVALUATION STEP ONE

An evaluation committee will then evaluate and score the applicable responses; and a short list of the most qualified firms may be invited for an interview and presentation, or at the sole discretion of the NTTA firms may be selected solely on the Step One evaluation. For step one, the NTTA will use the following evaluation factors:

- Project Manager as presented in section VI; paragraph 8 (30 points)
- Key staff assignments as presented in section VI; paragraph 6 & 7, (30 points)
- Firm’s Qualifications as presented in section VI; paragraph 3, 4, & 5 (30 points)
- Business Diversity (10 Points)

Scoring in this stage will only be utilized to short-list firms (if needed) and scores will not be carried forward to next stage of the evaluation process. The NTTA reserves the right to short list as many firms as they deem necessary in order to establish the desired pools.

Note: Department of Business Diversity will only score the business diversity component. During stage one, the Respondent’s will be evaluated utilizing established business diversity criteria. In addition, it is important to note, that the selected firms, will be required to comply with the Business Diversity Program.

D. EVALUATION STEP TWO

In step two, the short-listed respondents will make a formal presentation to the evaluation committee. The evaluation committee will interview the respondents at the time of the presentation. The evaluation committee will score of each presentation/interview utilizing the criteria listed below.

- Project Plan, Methodology & Approach (30 points)
- Key staff assignments (40 points)
- Firm’s Qualifications (30 points)

If short list interviews are conducted all short-listed firms will be notified by the Senior Buyer via email and letter. Notification will include the date, time, and location of interview/presentation as well as the format for their presentation. The

short-listed firms will be asked a set list of standardized questions that will not be provided in advance and each firm will be given the same amount of time for each presentation/interview.

Note: During stage two, the diversity plan will not be rescored but the submitted plans will carry forward and the selected firm will be required to comply with its submitted business diversity plan as part of the final contract. The Director of Business Diversity or assigned designee will provide input and participate in stage two as a non-scoring member of the evaluation committee.

E. AWARD OF SERVICES

The NTTA intends to qualify not more than 6 firms in each of the categories listed in section II, of this RFQ. The most qualified firms will be chosen based the criteria listed in Section VIII, paragraph C (and paragraph D if interviews are conducted). The NTTA reserves the right to qualify as many firms as deemed necessary for the amount project work anticipated and may at their discretion qualify more firms or fewer firms than the number stated herein.

Once the firms are selected for their respective pools and categories, the selections of these firms will be subject to approval by the NTTA Board of Directors.

IX. ADDITIONAL RFQ TERMS & CONDITIONS

A. OPEN RECORDS

Information included in a proposal is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the Act). Information is not exempt as confidential under the Act simply because the party submitting the information anticipates or requests that it be kept confidential. Accordingly, a Respondent whose proposal includes information that the Respondent believes in good faith to be proprietary or confidential and release of which will harm the Respondent must mark such information in accordance with Section VI.B. The NTTA reserves the right in its sole discretion to respond to any request under the Act for a copy of an RFQ response in a manner that it deems appropriate and consistent with the requirements of the Act.

NTTA, its directors, officers, employees, agents, and attorneys are not liable for any disclosure of any information submitted in a response to this RFQ. By submitting a proposal, the respondent waives any claim against, and releases from liability, NTTA, 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 NTTA, in its sole discretion, 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.

B. AWARD NON-EXCLUSIVE

The NTTA reserves the right to award a contract to more than one Respondent based on the NTTA's consideration of its operational needs. There will be no minimum amount of services awarded any successful respondent under this RFQ. A successful respondent will assume total responsibility for all deliverables awarded to them whether a subcontractor or other third party produces them in whole or in part. The NTTA considers a successful respondent to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. A successful respondent will be fully responsible for any default by a subcontractor, just as if the successful respondent itself had defaulted. No subcontractor will be paid directly by NTTA. A successful respondent will be solely responsible for the performance of the portion of the entire project awarded to them under this RFQ.

C. GENERAL RIGHTS

The NTTA expressly reserves the right to reject any or all Responses, in whole or in part, to re-solicit the requested services through a new RFQ or otherwise and to make the award based on demonstrated competence and qualifications to perform the services as determined to be in the best interest of the NTTA. The NTTA's Policy Regarding Procurement of Goods and Services and Disposition of Property and the terms of this RFQ will, in the stated order of precedence, govern and control the procedures and practices entailed in this procurement.

D. UNDERSTANDING OF CONTRACT REQUIREMENTS

Respondent certifies by submitting a response to this RFQ that it is fully aware of the conditions of service and purpose for which services included in this RFQ are to be purchased, and that its offering will meet the requirements of service and purpose to the satisfaction of the NTTA.

Respondent also certifies that it understands and accepts the terms and conditions of the form of contract (Attachment F) except to the extent that it has expressly stated in writing its exception to a contract provision and set forth an alternative to each provision to which it objects. Any exceptions must be clearly stated and the page number of the written exceptions must be identified clearly on a "marked up" copy of the contract provided with your response. The NTTA reserves the right to disqualify project awards to firms that raise exceptions that are not specifically addressed in their response as required herein.

E. PROCUREMENT PROTESTS

The NTTA encourages respondents to bring questions and concerns relating to this RFQ to the NTTA's attention promptly pursuant to the process set forth in Section V. Any formal protest relating to this RFQ or the contract award thereunder must be made in writing and submitted to the Director of Procurement Services no later than five (5) business days after the earlier of the (i) date the protestor was or reasonably should have been aware of the matter giving rise to the protest or (ii) the date the contract award was made by the NTTA Board of Directors. Any protest submitted outside this deadline will not be considered. Each protest must include

the following:

1. the name and address of the protester, and the respondent it represents, if different;
2. the title and number of the RFQ to identify the procurement in question;
3. a statement of the grounds for protest; and
4. all documentation supporting the protest

The Director of Procurement Services will review the information relevant to the protest and render a decision on the protest no later than twenty (20) business days after the bid protest was received.

The decision will describe the action taken and the reasons for such action, and will be mailed, certified mail, return receipt requested, to the protestor at the address set forth in the bid protest.

The protesting party may appeal the decision of the Director of Procurement Services to the Executive Director. The appeal must be in writing and must be received in the Office of the Executive Director no later than five (5) business days after receipt of the decision of the Director of Procurement Services. The appeal must include the original protest, the decision of the Director of Procurement Services, all information contained in the original written protest, as well as any new information supporting the protest that was not reasonably available to the protester when the original protest was filed.

The Executive Director will render a written decision not later than thirty (30) business days after the appeal of the protest was received. The decision of the Executive Director will be mailed, certified mail, return receipt requested, to the protestor at the address set forth in the bid protest.

The protesting party may appeal the decision of the Executive Director to the Board of Directors. The appeal must be in writing and must be received in the Office of the Secretary for the Board of Directors no later than five (5) business days after receipt of notice of the Executive Director's decision. The appeal must include the original protest, the decision of the Director of Procurement Services, the decision of the Executive Director, the original protest, all information contained in the original written protest, as well as any newly discovered information supporting the protest that was not reasonably available to the protester when the original protest was filed.

The Board of Directors will review the information relevant to the appeal and will render a written decision within sixty (60) business days after the appeal of the protest was received. The decision of the Board of Directors will be final. The final decision of the Board of Directors will be mailed, certified mail, return receipt requested, to the protestor at the address set forth in the bid protest.

Respondents understand and agree that in light of the NTTA's operational needs and customer service obligations, the filing of a protest or any legal action challenging any aspect of this RFQ or the contract award thereunder will not

prevent the NTTA from proceeding with the RFQ process, a contract award thereunder or utilization of the services requested through this RFQ. To the fullest extent allowed by law, respondents waive any claim for injunctive relief pertaining to this RFQ, the contract award or the commencement of services thereunder. By submitting a response to this RFQ respondents unconditionally and irrevocably acknowledge that adequate remedies exist at law, without resort to injunctive or other equitable relief, to fully redress any potential claim against arising in connection with this RFQ.

F. REVOLVING DOOR

The NTTA has adopted an Employee Ethics Policy that includes the following “revolving door” provision: “An employee after leaving NTTA employment will not participate on behalf of any third party in a matter involving the NTTA in which the employee participated while employed at the NTTA. For purposes of this subsection, an employee participated in a matter if the employee made a decision or recommendation on the matter, approved, disapproved or gave advice on the matter, conducted an investigation related to the matter, or took similar action related to the matter.”

Absent express written approval from the NTTA, Contractor will not direct or allow a former NTTA employee to do any work on behalf of the Contractor that might put the former employee in violation of this provision.

G. EQUAL OPPORTUNITY

Each Proposer submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, sexual orientation, gender identity, veteran status, national origin, ancestry or physical handicap.

H. VENDOR POLICING OF EMPLOYEE ETHICS POLICY

The NTTA has adopted an Employee Ethics Policy, which, among other things, directs employees to avoid conflicts of interest or appearances of impropriety, comply with the law, and use NTTA property for only NTTA purposes. Contractor is expected to be aware of these requirements and must promptly report to the NTTA any conduct by an employee that the Contractor reasonably believes may be in violation of the Policy. <https://www.ntta.org/whoweare/policies/Pages/default.aspx>

I. INSURANCE

If a firm is selected to serve in a pool and is subsequently selected for a project, the selected firm will be required to meet all insurance requirements appropriate for the scope of the project. The type, coverage, amounts and nature of insurance required will be determined on a project by project basis and these requirements will be provided with the scope of services for the project.

ATTACHMENT A

CONFIDENTIALITY AND NON-DISCLOSURE STATEMENT

Respondent agrees that it will not disclose to any unauthorized person, association, firm, corporation or other party any proprietary or confidential information relating to the Authority. The Confidential Information includes all information directly or indirectly furnished, obtained or acquired directly, indirectly or by inference in the course of providing services to the NTTA, or other information that the receiving Party should reasonably know is of a confidential nature. Confidential Information includes, but is not limited to, security operations, equipment, measures, plans, policies, procedures or devices, intellectual property, ideas, inventions, processes, know-how, techniques, business methods, financial data and information, accounting and control procedures, information or data concerning the parties' products, services, policies, violation enforcement system, patrons, Toll-Tag customers, personnel and any other aspect of its operation and the like, whether such information is tangible or intangible, or transferred, maintained or obtained orally, visually, electronically or by any other means.

Respondent confirms that such information constitutes the exclusive property of the Authority. All confidential and proprietary information will be held in strict confidence. Respondent will protect the confidentiality of all related records, data and information, with the same degree of care given toward the protection of Respondent's confidential information. Respondent agrees to be responsible for the negligent or willful release or unauthorized use of the Confidential Information by its employees, agents, representatives, affiliates, subcontractors, contractors, or any other third party which will gain access to Confidential Information via Respondent, its employees, agents, representatives, affiliates, subcontractors or contractors that results in any damages to the NTTA, including loss to persons, property and revenues.

Respondent agrees that this Non-disclosure and Confidentiality Agreement is important and material to the RFQ process and subsequent contract award, and disclosure of said confidential and proprietary information would significantly affect the successful conduct of the business of the Authority, as well as its reputation and goodwill. Any breach of the terms of this Agreement is a material breach, from which Respondent may be enjoined and for which the Respondent also must pay to the NTTA all damages which arise from said breach. Respondent understands and acknowledges that its responsibilities under this Agreement will continue in full force and effect after the award of the contract for an independent performance review services and after termination of Respondents contractual relationship with the Authority ends for any reason.

IN WITNESS THEREOF, executed this _____ day of _____, 201____.

RESPONDENT:

(Signature)
Name/Title:_____

Company Name:_____

ATTACHMENT B

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

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

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 doing business 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.

1. 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

2. 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

Adopted 6/29/2007

AFFIDAVIT CONFLICT OF INTEREST AND DISCLOSURE STATEMENT

Project:	Evergreen Pool for Construction Management &/ or Evergreen Pool for Materials Testing
RFQ number:	RFQ – 03555-NTT-00-PS-MA

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

Before me, the undersigned, on this day personally appeared _____ who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____ (“Contractor”) and is fully cognizant of the facts herein set out; that Contractor covenants and agrees that Contractor’s officers, employees, agents or board members have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract; and that Contractor’s officers, employees, agents, or board members have not and will neither solicit nor accept gifts, gratuities, favors or anything of monetary value from the Authority, employees, board members, agents, and representatives other than that which is the required compensation for services rendered or to be rendered pursuant to Contract.

Contractor’s acknowledges that one or more of the items listed below are applicable to Contractor officers, its employee(s) agents or board member. Please check all that apply.

I have no business or familial relationship with a board member, employee, consultant or agent of the Authority, one of its member counties or another toll agency.

I have a business relationship with a board member, employee, consultant or agent of the Authority, one of its member counties or another toll agency which is as follows:

I have a familial relationship with a board member, employee, consultant or agent of the Authority, one of its member counties or another toll agency which is as follows:

I have other interest in the Authority which is as follows:

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

NTTA SUPPLEMENT TO CONFLICT OF INTEREST QUESTIONNAIRE

SECTION I: INSTRUCTIONS

Please complete and submit the NTTA Supplement to Conflict of Interest Questionnaire below. This requirement also applies to any proposed sub consultant(s). Failure to comply with this requirement may cause your proposal to be declared nonresponsive.

In order to answer the questions contained in this form, please review NTTA's Conflict of Interest provisions, the list of the NTTA's Board of Directors and member counties. Any questions regarding the information required to be disclosed in this form should be directed to Kimberly Tolbert, Assistant Executive Director of Administration.

Name of Firm: _____
Name of Preparer: _____
Date: _____

SECTION II: QUESTIONS

1. During the last twenty-four (24) months, has your firm provided a source of income to a director, officer or employee of the NTTA, one of its member counties or other toll agency, or have any director, officer or employee, of the NTTA held any financial interest in your firm (including real property)?

YES **NO**

If "yes," please list the names of the person(s) and the nature of the financial interest:

Name:

Nature of Financial Interest:

2. Have you or any members of your firm served as a director, officer or employee of the NTTA within the last twelve (12) months?

YES **NO**

If "yes," please list name, position, and dates of service:

Name:

Position:

Dates of Service:

3. Are you or any of the owners, partners or officers of your firm or any employee who you anticipate working on this contract related by blood or marriage/domestic partnership to a director, officer or employee of the NTTA?

YES **NO**

If "yes," please list name and the nature of the relationship:

Name:

Relationship:

4. Does any director, officer or employee of the NTTA hold a position at your firm as a director, officer, partner, trustee, employee, or any position of management?

YES **NO**

If "yes," please list name and the nature of the relationship:

Name:

Relationship:

SECTION III: VALIDATION STATEMENT

This Validation Statement must be completed and signed by at least one General Partner, Owner, Principal, or Officer authorized to legally commit the proposer.

DECLARATION

I, (printed full name) _____, hereby declare that I am the (position or title) _____ of (firm name) _____, and that I am duly authorized to execute this Validation Statement on behalf of this entity. I hereby state that this NTTA Conflict of Interest Form dated _____ is correct and current as submitted. I acknowledge that any false, deceptive, or fraudulent statements on this Validation Statement will result in rejection of my contract proposal.

Signature of Person Certifying for Proposer
(Original signature required)

Date

NOTICE

A material false statement, omission, or fraudulent inducement made in connection with this NTTA Conflict of Interest Form is sufficient cause for rejection of the contract proposal or revocation of a prior contract award.

NAME OF FIRM (PROPOSER)

Debarment, Litigation and Terminations

		YES	NO
1	During the last five (5) years has any federal, state or local governmental entity issued an order, judgment or decree of any kind barring, suspending or otherwise limiting respondent's right to contract with any governmental entity or to engage in any business practice or activity?		
2	Are there any current, pending or threatened litigation, administrative or regulatory proceedings or similar matters that could affect respondent's ability to perform the required services?		
3	During the last five (5) years has any customer terminated a contract with respondent for cause or accepted damages in lieu of termination?		
4	Is there any reason why the NTTA might be legally prohibited from doing business with the respondent or the respondent legally prohibited from doing business with the NTTA?		

Each of the persons or entities identified in (1) above must identify any of the following that occurred with respected to the person or entity within the previous 5 years:

		YES	NO
1	Debarment from contracting with any governmental entity		
2	Professional licensure discipline		
3	Adverse civil judgments or administrative findings		
4	Criminal felony convictions		

If any of the answers are in the affirmative, please explain the nature and circumstances of the matter and what relevance if any to the NTTA's consideration of respondent's proposal.

Explanations if any

ATTACHMENT C
BUSINESS DIVERSITY PROGRAM
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 may 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
“D/M/WBE GOAL”**

Contract No: 03555-NTT-00-PS-MA

Project: Evergreen Pool for Construction Management &/ or Evergreen Pool for Materials Testing

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

DBE _____% of total contract amount

M/WBE _____% of total contract amount

Total D/M/WBE Goal _____^{**} % of total contract amount

** Individual projects will be evaluated and a goal will be established based on the scope of services for each project, firms selected for the pool will be expected to comply with the goals established for any project for which they are selected.

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. Women-owned minority firms certified as WBEs will count towards NTTA’s MBE participation. Minority firms certified as DBEs will count towards NTTA’s DBE participation.

DBE = Disadvantaged Business Enterprise
MBE = Minority Business Enterprise
WBE = Women-Owned Business Enterprise
SBE = Small Business Enterprise

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)

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 will 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 will 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 must 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 will 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 must complete the training prior to receiving access to the NTTA PRISM system; no exceptions will be granted. The Contractor will 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 will 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 will 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 will upload the required documentation through the NTTA PRISM system.

4. Documentation

The Contractor must 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 must 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.

ATTACHMENT D –BUSINESS DIVERSITY REPORTING FORMS

FORM 4906
FORM 4907
FORM 4908



**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 – FORM OF CONTRACT

ATTACHMENT F – Scope of Services
Exhibit A1 and Exhibit A2

EXHIBIT A-1
NORTH TEXAS TOLLWAY AUTHORITY
GENERAL SCOPE OF SERVICES
FOR
CONSTRUCTION MANAGEMENT SERVICES

Intent

The intent of forming a pool of qualified firms for Construction Management Services is to provide prequalified and preselected firms that can provide CM services for both scheduled and unscheduled projects. The nature of these projects will typically be routine maintenance projects; however the NTTA may utilize this pool for a project of any size at their sole discretion.

Scope of Services

The Construction Manager will operate as an extension of, and in complete coordination with, the Authority's staff. To that end, the Construction Manager shall be expected to represent and forward the interests of the Authority throughout all aspects and phases of the Authority's activities and shall, when and as requested by the Authority, fully support the Authority in its dealings with contractors and suppliers, engineers, legal counsel, accountants, traffic and revenue advisors, other consultants, rating agencies, bond insurers and underwriters, governmental entities and the public.

The Construction Manager shall provide qualified technical and professional personnel to perform to professional standards consistent with those typically met by nationally known and highly regarded construction management firms the duties and responsibilities assigned under the terms of this Agreement. Unless otherwise instructed by the Authority, the Construction Manager shall minimize to the greatest extent possible the Authority's need to apply its own resources to assignments authorized by the Authority. The Authority, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this Agreement.

Services to Be Provided

The Services provided under this Agreement shall be commensurate with the professional standards and quality consistent with those typically met by nationally known and highly regarded construction management firms. The Services shall include, coordination, reporting, liaison, inspection, claims avoidance, problem-mitigating, and quality assurance for the construction of a Project by contactors separately employed by the Authority. The basic overall service to be delivered by the Construction Manager is to ensure the timely completion of the construction of the Project in conformance with the plans and specifications issued by the Authority, including, but not limited to, verifying that construction materials conform to Project specifications and are properly incorporated into the Projects as required by the Project specifications. Safety of the public and the workers, construction and construction management cost control, dispute resolution, and mitigation are all important components of the daily construction management services and activities.

The Construction Manager shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

The Construction Manager is considered to be an extension of the staff of the Authority and shall be subject to oversight, monitoring, and direction of the Authority, while considering and utilizing the advice of its Maintenance Management Consultant (MMC). The Construction Manager shall ensure the Project is constructed in conformance to all federal, state, and applicable local environmental laws, regulations, and commitments entered into by the Authority. The Services shall include but, shall not necessary be limited, to the following:

A. *Review of Documents and Information*

1. **Authority-furnished Documents' Review**

The Construction Manager shall review and evaluate Authority-furnished documents provided under this Agreement which detail existing and future elements of the Project. As part of that review effort, the Construction Manager shall meet with the Authority staff and CM, as necessary, to obtain an understanding of the contents of the Authority-furnished documents. The Construction Manager shall identify in writing any additional information that may be required.

The Authority-furnished documents shall include, as a minimum, the following:

All project plans and specifications prepared by section design engineers retained by the Authority

All applicable Authority design manuals

2. **Site Familiarization**

The Construction Manager shall visit the Project sites and become familiar with the natural characteristics of the areas and shall familiarize itself with the existing information and conditions related to the Project.

B. *Technical Support Services*

The Construction Manager shall provide technical support systems and services including document control, Project cost control, cost estimates, and schedules.

1. **Document Control / Document Control Structure**

The Construction Manager shall utilize the Authority's document control system (Enterprise Project Delivery System (EPDS) Software) to assure the appropriate control of documentation and reporting. The Construction Manager shall comply with applicable Quality Management Systems Manual (QMS) procedures, utilizing EPDS workflows that correspond, while coordinating with the Construction Contractor to verify that the Contractor also complies with related requirements, including workflow response timeframes, etc. The purpose of this system is to provide the Authority with the most accurate and current information in a timely manner, while avoiding the deferral of outstanding issues until end of the project.

The Construction Manager shall keep complete and accurate record of documents received and issued by all parties involved in the construction of the project. Reviews and comments of these documents by the Construction Manager and others shall also be recorded and distributed to the Authority (via EPDS Software for both QMS related workflows and control of project documentation.)

2. Project Information Library

The Construction Manager shall create and maintain a Project information library accessible at all times by the Authority and representatives of the Authority. This library will contain all pertinent Project documentation and will include, but not be limited to copies of the following:

The Agreement, including Appendix “A”

All Project related contracts and amendments

Project Diaries and correspondence

Design and engineering documents including construction plans and specifications

Construction documents including addenda, change orders, supplemental agreements, extra work orders, plans and specification revisions, and Permits

Project estimates and schedules

Testing and inspection reports, where records of all material testing shall be maintained with user friendly access, in a readily retrievable format

Submittals and shop drawings

Progressive construction progress payments (via EPDS)

SW3P Monitoring as documented in daily inspectors’ diaries

Reports and documents as required in the NTTA Construction Manual, applicable QMS procedures, and “TxDOT’s Area Engineers and Inspector’s Contract Administration Handbook”

Other information related to the project

3. Cost Reporting System

The Construction Manager shall utilize the EPDS software of the Authority for monitoring the Project budgets. The software allows reporting of Project costs, both actual and estimated and provides for projection of anticipated costs. The EPDS software shall be utilized by the Construction Manager, with updates included in the Monthly Progress Report.

4. Contract Change Cost Estimating

The Construction Manager shall develop independent and detailed estimates of cost for any change orders, extra work orders, or supplemental agreements on the Project based upon complete submittals and plans as provided by the Authority.

5. Scheduling

The contractor’s schedule will be reviewed using Primavera Project Management (P6) software. The schedule will be checked for project updating and tracking purposes.

6. **Monthly Progress Report**

The Construction Manager shall provide to the Authority project update information during the first week of each month. This information will contain the following:

Period covered

General progress and status of Project construction

Budget summary/cash flow information

Schedule review and update

Any major decision requiring input from the Authority

Major milestones or other items of particular interest

Progress photographs

The format of the Monthly Progress data reporting shall be developed by the Construction Manager and submitted to the Authority for approval.

C. *Communication and Coordination*

1. **Public Relations Activities**

The Construction Manager shall assist the authority in public relations activities related to roadway closures or major traffic sequencing events affecting NTTA customers or adjacent property owners.

2. **Project Coordination**

The Construction Manager shall provide liaison services to promote coordination among the various jurisdictions, the Authority, and the contractors. The Construction Manager will initiate and conduct meetings between contractor representatives and parties performing or managing construction work on other projects related to the Authority's Project with a goal to maintain adequate cooperation among all adjacent stakeholders.

Utilities

The Construction Manager shall provide liaison services to promote coordination among the Authority, Municipalities, the utility owners, and the contractors.

3. **Coordination with the Texas Department of Transportation ("TxDOT")**

As required, the Construction Manager shall review and, in conjunction with the Authority and CM and meet with TxDOT as needed to determine any standard TxDOT forms, documents and reports that may be required to supplement the standard Authority forms, documents and reports utilized in managing the Project.

4. **Permitting**

The Construction Manager shall assist the Authority in identifying any permits required for the construction of the Project and shall notify the Authority in writing of any needs relating to permit acquisition.

The Construction Manager shall monitor the contractors to ensure that all applicable permits required for the construction are obtained in a timely manner, while also assisting the Authority on an as requested basis in obtaining additional construction project related permits (as utility abandonment permits, for example).

5. Progress Review and Coordination Meetings

The Construction Manager shall meet with the Authority on a weekly basis. These meetings shall serve as a forum for the exchange of information, coordination of work efforts, identification of critical issues, determination of action plans and schedules for resolving critical issues, schedules and budget considerations and discussion of other issues deemed appropriated by the Construction Manager or the Authority. The Construction Manager shall prepare a summary of the above current project issues and submit it to the Authority.

D. Bid Evaluations and Recommendation

The Construction Manager shall attend all construction contract bid openings; assist in review and tabulation of the bids received; review the qualifications of the low bidding contractors; compare the low bids received with the design engineers estimates and make recommendations to the Authority on contract award.

E. Construction Phase Services

During the construction of the Project the Construction Manager shall:

1. Preconstruction Meeting

Schedule and conduct a preconstruction meeting for the Project. The Construction Manager shall develop an agenda for the meeting for review and approval by the Authority. The Construction Manager shall document the meeting and provide copies of the minutes to the participating parties.

2. Construction Contractor Liaison

Serve as a liaison among the Design Engineers, interested public and private entities, and utilities companies to achieve maximum efficiency and continuity during the construction.

3. Construction Observation Responsibilities

Provide a professional qualified field organization satisfactory to the Authority and CM to monitor, observe and manage the construction of all elements of the Project in a manner commensurate with industry. Elements of construction under the responsibility of the Construction Manager include, but are not necessarily limited to; all roadways, excavations, embankments, structures, consistent color and finish of natural grey concrete, foundations, signing, lighting, pavement markings, storm sewers, conduits, detours, traffic control devices, erosion control items and grassing.

F. Construction Management Team

The Construction Manager shall propose a team structure consisting of Project Manager, Resident Engineer, and Senior Inspectors. In addition the Construction Manager shall designate the particular staff member assigned lead responsibility for assuring

Construction Contractor conformance with contract requirements contained within the Special Specification 850. The Construction Manager remains responsible for daily enforcement of Special Specification 850 requirements, utilizing VQ training along with related guidance / feedback from the Authority's Visual Quality Management and Visual Quality support staff.

The Construction Manager, field personnel shall be reviewed by the Authority to verify their qualifications and their adequacy of numbers. The Authority will advise the Construction Manager if in its judgment differing or specialized field inspectors are required or when their numbers need to be increased or decreased. The Construction Management Team shall:

1. Daily Inspection and Reporting

Maintain on a daily basis a complete and accurate inspection report documenting all activities and events related to the Project and a record of all work undertaken or completed by the contractors including quantities of pay items. Daily reports for each construction contract shall be furnished to the Authority on a timely basis. Maintain daily diaries and pay records of activities that are under construction on a daily basis.

2. Engineer Diary Requirements

Maintain detailed resident engineer diary for the construction contract. Resident Engineers' and field inspectors' diaries shall be furnished to the Authority at the conclusion of each contract.

3. Material Testing

The Construction Manager shall be responsible for coordinating sampling & testing of construction materials with NTTA, documenting, and reporting for materials used in the construction of the Project, to verify that they comply with the Project's construction specifications and the relevant TxDOT and NTTA testing and inspection specifications and procedures (as defined in the NTTA Construction Manual and construction contract documents) in effect when the Project's construction contract was bid.

4. Quantity Updates

In tracking of work quantities for the purpose of verifying the Material Testing Consultant's conformance to contract requirements for material testing frequencies and locations, as contained within TxDOT's Guide Schedule and NTTA project specific testing requirements, the Construction Manager shall verify that the proper number of tests are taken and that the interpretation of those tests are in accordance with industry standard.

5. Project Coordination

Meet with the construction contractor on a weekly basis for Project coordination and problem resolution. The Construction Manager shall obtain from the contractor a weekly schedule depicting progress over the past week and anticipated activities for the next week. EPDS Meeting Minutes shall be generated to document issues discussed and decisions made during these weekly progress meetings.

6. Project Files

Maintain accurate and complete files of correspondence, telephone conversations, and other written documentation concerning construction activities. All records to be maintained as a part of the Project Information Library.

7. Shop Drawing Submittals

Log, monitor, and coordinate the contractors' submittal of fabrication plans, shop drawings, and product and material submittals or brochures to/from the Authority.

8. Field Revision Modifications

Report field conditions that conflict with design drawings to the MMC and to the Authority and make timely recommendations for field modification to resolve conflicts.

9. General Site Existing Condition Survey

Prior to the beginning of the construction contract, make a video record of existing physical features and facilities in and along the Project right-of-way to document the general site condition. Maintain a digital video camera at the Project at all times and record, any unusual conditions and special events relating to construction activities.

10. Project Site Communications System

Provide and maintain a radio or wireless telephone communication system adequate to allow prompt communication of the resident engineer with his/her senior staff personnel.

11. Construction Contract Change Controls

Process change orders, supplemental agreements, extra work orders, force account documentation, and other similar items necessary to properly document changed conditions or modified construction activities.

12. Monthly / Final Pay Estimates

Review Construction Material Testing (CMT) payment requests, Review and prepare monthly and final contractor pay estimates.

13. Claims Avoidance

Act as liaison for and make sound claims avoidance recommendations to the Authority so as to proactively resolve potential and actual construction problems and conflicts, not including major claims requiring a substantial amount of work effort on the part of the Construction Manager. Provide negotiation assistance on contractors' claims and make recommendations for resolutions of claims.

14. Project Documentation Provisions

Prepare and distribute those necessary forms for monitoring and inspecting construction activities, test reports, etc., using the standardized forms developed by the Authority and supplemented by the required TxDOT forms.

15. Current Contract Document Provisions

Establish and maintain a current set of contract documents (plan sheets and specifications) in the field office containing revised drawings and markups of changed conditions and field modifications. These plans will be used by the Construction Manager in developing Record Drawings.

16. Project Photograph Log

Project photographs will record construction activity and preconstruction conditions. Project photographs will be maintained in an electronic file available to the Authority. Digital color photographs are to be taken monthly and shall be sufficient in quantities to document all construction activities on the Project. All photographs shall have an imprinted date and labeled with a detailed description. Digital photos shall be filed with the Project records and shall be provided to the Authority as requested.

17. Biweekly Inspection Reporting

Maintain biweekly inspections reports (2 per month, one at day and the second at night) of all traffic control devices for conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) and the suggested traffic control plans.

18. Hazardous Materials

Conduct on-site inspections to ensure that any hazardous materials are addressed in accordance with federal, state, and applicable local regulations.

19. Control of Environmental Nonconformance

The Construction Manager is responsible to review and approve proposed environmental nonconformance resolutions to ensure they are feasible. The Construction Manager shall also be responsible to provide the approved resolution to the Construction Contractor for implementation and shall be responsible to verify that the approved resolution has been implemented.

G. *Construction Contract Finalization*

1. Final Inspection Reporting

For each construction contract conduct final inspection of the completed work and make recommendations relative to its acceptance, in conformance to current QMS requirements.

2. Final Payment Determination

Certify the accuracy of all final pay quantities and make recommendations relative to final payment to the contractors.

3. Final Documentation

Maintain detailed and accurate records that are compiled throughout the course of construction, so as to assure adequately detailed Record Drawing documentation of completed construction activities.

EXHIBIT A-2

NORTH TEXAS TOLLWAY AUTHORITY
SCOPE OF SERVICES
FOR
CONSTRUCTION MATERIALS TESTING CONSULTANT

Intent

The intent of forming a pool of qualified firms for Construction Materials Testing Services is to provide prequalified and preselected firms that can provide CMT services for both scheduled and unscheduled projects. The nature of these projects will typically be routine maintenance projects; however the NTTA may utilize this pool for a project of any size at their sole discretion.

1. **Use of Terms.** All capitalized words used in this Exhibit, unless otherwise defined herein, shall have the same meanings assigned to such words in the document titled Request for Qualifications to Serve as Construction Material Testing Consultant to the North Texas Tollway Authority (NTTA), of which this exhibit is a part.

2. **General Description of Services.** The Services are generally described as sampling, testing, documenting, and reporting the materials used in the construction of the Project to verify that they comply with the Project's construction specifications, relevant TxDOT and NTTA testing, and inspection specifications and procedures (as defined in the NTTA Construction Manual and construction contract documents) in effect when the Project's construction contract was bid. In all cases, the tests are to be performed at a frequency equal to or greater than the minimum requirements of TxDOT and the NTTA. The Services shall comply with the TxDOT's Manual of Testing Procedures, the requirements in the Project's construction specifications, and the requirements of TxDOT's June 2005 Quality Assurance Program ("QAP"). The Consultant shall furnish all personnel, equipment, transportation, and testing laboratory necessary to perform the Services. The Consultant's personnel and laboratory shall meet the Independent Assurance qualification requirements of the QAP. The Consultant shall perform the Project tests at the location and frequency in accordance with the November 2007 TxDOT Guide Schedule of Sampling and Testing and as otherwise required by the

Project specifications.

3. Delivery of Services: Documentation and Reporting Database. The Consultant shall provide the Services in accordance with the TxDOT Manual of Testing Procedures and requirements in the Project specifications. The NTTA will require the Consultant to utilize an NTTA-provided web-based database program along with its associated procedures and forms to document the sample and test data to generate the final test reports. These final test reports will be reviewed and approved by a registered professional engineer, who will be employed by the Consultant before being issued to the NTTA. The NTTA will provide training to the Consultant's personnel in the use of the database program.

The Consultant will be provided with the Authority's Quality Management System Manual ("QMS Manual"). The Consultant shall comply with all requirements of the QMS Manual that are applicable to the Consultant and the Services, including applicable QMS workflows within the NTTA's Enterprise Project Delivery System (EPDS). The Consultant shall also be subject to periodic quality audits by the Authority to ensure compliance with the QMS Manual. The Consultant shall make available its staff and records to support these periodic quality audits. If non-conformances are noted during these audits, the Consultant shall be responsible for responding to those nonconformances, following the associated Corrective Action Request and/or Preventive Action Request workflows within EPDS. Responses shall include identification of the root cause of the nonconformance, as well as a corrective action plan sufficient to prevent recurrence of the nonconformance, in accordance with the requirements defined within the QMS Manual.

Likewise, the Consultant shall be responsible for responding to nonconformance reports and corrective action requests as related to nonconformances in the work or services provided, identified at any point during the duration of the contract, in accordance with the requirements defined within the QMS Manual. Responses to nonconformance reports or corrective action requests shall be submitted via the media and format specified by the Authority.

The NTTA EPDS system is a web-based computer system that can track and store all correspondence, communications, material test reports, plan and shop drawing submittals, and requests for information (RFI's), among other functions. The EPDS system is also used to produce various types of reports and enables documentation of workflows that correspond with QMS procedures such as Non-Conformance Report and Corrective Action Request workflows. Project information within the EPDS system can be readily accessed via the internet, 24-hours a day, 7 days a week.

The Consultant shall utilize the EPDS system to track and document all activities during construction until the Project is closed out. All Project-related documents shall be posted within the EPDS system. This includes, but is not limited to, progress reports, inspection reports, pictures, requests for information, general communication, meeting agendas, meeting minutes, shop drawings, non-conformance reports, and other Project-associated documentation. The EPDS shall be an official record of all communications between the Consultant and the Authority.

Within seven (7) days after the Contract is awarded, the Consultant shall submit a list of its employees and subcontractors who will require training for use of the EPDS system. The Consultant's representatives shall complete this training prior to access to EPDS, and shall agree to comply with all terms and conditions associated with use of the EPDS system.

4. Personnel Classifications, Qualifications, and Method of Compensation for Construction Site and/or Laboratory Sampling and Testing.

I. **Construction Site Testing**

Item 1. - Laboratory Equipment

The Consultant shall furnish all the necessary equipment needed to perform the routine classification and gradation tests on soils and aggregates, preparation of soils samples for lime and embankment moisture-density curves, nuclear density gauge testing, and the making, curing and testing of concrete cylinders. The equipment furnished shall meet the requirements Independent Assurance qualification requirements of the June 2005 TxDOT Quality Assurance Program.

Item 2. - Construction Site Technicians

The Consultant shall provide additional technicians, as directed by the Authority, for timely materials testing and inspection services necessary to cover the work load throughout the term of the Contract. These technicians shall be classified as Materials Analysts I, and must be qualified for any Project assigned sampling and testing prior to performing any such sampling and testing. The technicians must be in accordance with qualification requirements specified within the “Sampling and Testing Personnel Qualification Program,” as contained within TxDOT’s June, 2005 Quality Assurance Program. Technician duties will include Construction Site testing, sampling and inspecting of concrete materials for the various pavements and structures, taking, preparing, and transporting cylinders, cubes, cores and other samples to the Consultant’s laboratory for laboratory testing, and such other tests as directed by the Engineer. The cost of transportation is incidental to this item.

Payment Item: Construction Site Technicians - per hour.

Item 3. - Overtime for Construction Site Technician

Overtime rates will be paid for all Construction Site technician time worked in excess of 40 hours per week, with the approval of the Authority,

Payment Item: Construction Site Technicians (Overtime) – per hour.

Item 4. - Professional Engineering Services

This is a special item provided if the need develops for the advice of a registered professional engineer and is not applicable to normal, daily, routine testing services. This item should be utilized only when directed by the Authority.

Payment Item: Professional Engineering services - per hour.

II. Schedule and Description of Tests for Construction Site Sampling & Testing

Item 5. – Soluble Sulfate and Chloride Content of Soils

Sampled by: Consultant
Sample Location: Construction Site

Testing Location: Consultant Laboratory or Subcontract Analytical Laboratory
 Frequency: As directed by the Engineer
 Tests to be performed:

- a. Soluble Sulfate & Chloride Content in Soils TEX 620 J

Payment Item: Sulfate & Chloride Content in soils - each

Item 6. - Embankment Material, Subbases and Base Courses

Sampled by: Consultant
 Sample Location: Roadway excavation, borrow area, base plants, and/or embankment area.

Testing Location: Consultant Laboratory

Tests to be performed: For compliance with Items 132, 247, 260,262,263, 264 and 400 of the TxDOT Standard Specifications and Appendix D of TxDOT Contract Administration Handbook.

- a. Gradation TEX 101 E, TEX 110 E
- b. Plasticity Index E TEX 104 E, TEX 105 E, TEX 106
- c. Moisture/Density Relationship 120-E, TEX 113E, TEX 114 E, TEX 121 E
- d. Lime Thickness TEX 140 E
- e. Soil pH Tests TEX 128 E
- f. Resistivity TEX 129 E
- g. Moisture Content TEX 103 E
- h. Bar Linear Shrinkage TEX 107 E, Pt. II
- i. Roadway Density TEX 115 E
- j. Field Gradation TEX 460 A, Pt I
- k. Texas Triaxial Test TEX 117 E Pt I/Pt II
- l. Wet Ball Mill TEX 116 E
- m. Soil Lime/Cement Swell Tests ASTM D4546
- n. Soil Lime Compressive Strength TEX 121 E
- o. Soil Lime/Cement Compressive Strength TEX 120 E
- p. Soil Lime Series by PI Method

Payment Item: Payment for items 6.a through 6.p shall be per each.

Item 7. – Testing of Hydrated Lime

Sampled by: Consultant

Sample Location: Delivery at Construction Site
 Testing Location: Consultant's Lab
 Frequency: Hydrated Lime – 1 per Project
 Commercial Lime – Each 200 tons of Lime
 Carbide Lime Slurry – Each 100 tons of Lime
 Quick Lime – 1 per Project
 Tests to be performed: Verify Compliance with DMS-6350 (Lime Content)
 Test to be performed will depend on which of 4 types or combination of those used by contractor, testing must meet TxDOT Minimum Guide Schedule of Sampling and Testing August 2010 Frequency listed above.
 Payment Item: Payment for each test performed:
 Hydrated Lime – Each
 Commercial Lime – Each
 Carbide Lime Slurry – Each
 Quick Lime – Each

Item 8. – Concrete Fine Aggregate

Sampled by: Consultant
 Sample Location: Concrete Producers' Stockpiles
 Testing Location: Consultant Laboratory
 Frequency: As directed by the Engineer

Tests to be Performed: To assure compliance with Item 421.2 (5) of the TxDOT Standard Specifications and Appendix D TxDOT Contract Administration Handbook

- | | |
|---|---------------------------------|
| a. Sieve Analysis, Decant
Fineness Modulus | TEX 401 A, Tex 402 A, Tex 406 A |
| b. Specific Gravity | TEX 403 A |
| c. Organic Impurities | TEX 408 A |
| d. Sand Equivalent | TEX 203 F |
| e. Soundness (Sulfate Test) | TEX 411 A |
| f. Acid Insolubility | TEX 612 J |

Payment Item: Fine Aggregate Payment for items 8.a through 8.f shall be per each

Item 9. – Concrete Coarse Aggregate

Sampled by: Consultant
 Sample Location: Concrete Producers' Stockpiles
 Testing Location: Consultant Laboratory
 Frequency: As directed by the Engineer

Tests to be performed: For compliance with Item 421.2(5) of the 2004 TxDOT Standard Specifications and Appendix D TxDOT Contract Administration Handbook.

- | | |
|------------------------------|----------------------|
| a. Sieve Analysis | TEX 401 A |
| b. Specific Gravity | TEX 403 A |
| c. Deleterious Substances | TEX 413 A |
| d. Decantation | TEX 406 A |
| e. Los Angeles Abrasion | (ASTM 131) TEX 410 A |
| f. Soundness (Sulfate Test) | TEX 411 A |
| g. Decant (Dust of Fracture) | TEX 406-A Part III |

Payment Item: Coarse Aggregate -. Payment for items 9.a through 9.g shall be per each.

Item 10. - Hot Mix Asphaltic Concrete Tests

Sampled By: Consultant
Sample Location: Construction Site or Producers' Plant Site
Testing Location: Consultant Laboratory or Subcontract Laboratory
Frequency: As per TxDOT Contract Administration Handbook
Tests to be performed: Production and placement to be in compliance with Item 340 of the TxDOT Standard Specifications and Appendix D TxDOT Contract Administration Handbook.

- | | |
|--|---------------------------------|
| a. Sampling | TEX 222 F, TEX 221 F |
| b. Percent Asphalt, Gradation and Moisture Content | TEX 236 F, TEX 200 F, TEX 212 F |
| c. Max. Theo. Specific Gravity (Rice) | TEX 227 F |
| d. Lab Density | TEX 206 F, 207F |
| e. Moisture Susceptibility | TEX 531 C |
| f. Field Density and thickness | TEX 207 F |
| g. UTBHMWC Mixture | TEX 247 F |

Payment Item: Hot Mix Asphaltic Concrete Tests – Payment for sampling per Item 2 – per hour. Payment for items 10.b through 10.g shall be per each.

Item 11. – Hot Mix Asphaltic Concrete Design Verification

Design by: Consultant
Sampled By: Consultant
Sample Location: Producers' Plant Site
Testing Location: Consultant Laboratory or Subcontract Laboratory
Frequency: As directed by the Engineer
Tests to be performed: Design to be in compliance with Item 340 of the TxDOT Standard Specifications.

Payment Item: Hot Mix Asphaltic Concrete Designs Including all Necessary Tests – per each design.

Item 12. – Pavement Marking

Test by: Consultant
Sample Location: Construction Site
Testing Location: Construction Site
Frequency: As directed by the Engineer
Tests to be Performed: Determine pavement marking thickness
Test Specification: TEX 854 B

Payment Item: Payment for sampling and measurement using taper method - per Item 2 – per hour

Item 13. - Making, Curing, Stripping, and Testing Concrete Cylinders

Sampled by: Consultant
Sample Location: Construction Site
Testing Location: Consultant Laboratory
Frequency: As directed by the Engineer
Tests to be performed: Compressive strength of molded concrete cylinders -TEX 418 A.

Payment Item: Payment for sampling, casting cylinders, and transporting cylinders to Consultant Laboratory per Item 2 – per hour. Payment for stripping, curing and testing shall be per item 13 – each cylinder

Item 14. - Taking Concrete Pavement, Bridge Deck, Cement Stabilized Subgrade and Structural Concrete Cores

Sampled by: Consultant
Sample Location: Construction Site
Testing Location: Consultant Laboratory
Frequency: As directed by the Engineer
Tests to be Performed: Obtaining Drilled Cores. TEX 424 - A

Payment Item: Taking Concrete Pavement, Bridge Deck, Cement Stabilized Subgrade and Structural Concrete Cores - per linear inch depth of 4” diameter core.

(The labor costs for tests in relation to this item are subsidiary to Item 2.)

Item 15. - Cutting, Capping, and Testing Cores

Sampled by: Consultant
Sample Location: Construction Site
Testing Location: Consultant Laboratory
Frequency: As directed by the Engineer
Tests to be Performed: Testing Drilled Cores
Test Specification: Tex 424 A

Payment Item: Cut, Cap, and Test concrete pavement, bridge deck and structural concrete cores-per each

(The labor costs for all tests in relation to this item are subsidiary to Item 2)

Item 16. - Concrete Strength by Concrete Test Hammer

Test by: Consultant
Sample Location: Construction Site
Testing Location: Construction Site
Frequency: As directed by the Engineer
Tests to be Performed: Determine in situ strength of concrete by “Rebound Number of Hardened Concrete”.
Test Specification: ASTM C 805

Payment Item: Concrete Strength by Concrete Test Hammer – per each.

(The labor costs for all tests in relation to this item are subsidiary to Item 2)

(Payment is for hammer rental).

Item 17. - Concrete Strength by Penetration Resistance

Test by: Consultant
Sample Location: Construction Site
Testing Location: Construction Site
Frequency: As directed by the Engineer
Tests to be Performed: Determine in situ strength of concrete by “Penetration Resistance of Hardened Concrete”.
Test Specification: ASTM C 803

Payment Item: Concrete Strength by Penetration Resistance - per each.

(The labor costs for all tests in relation to this item are subsidiary to Item 2)

Schedule and Description of Tests At Fabricators’/Producers’ Plants

Item 18. - Structural Steel Fabrication Inspection and Testing

Quality Assurance by: Consultant
Location: Fabricator's Plant
Tests to be Performed: Inspection and testing to ensure compliance with all applicable TxDOT Standard Specifications including, but not limited to, Item 441&SP / TxDOT Bulletin C-5, AWS Specifications, ASTM Specifications.

Note: This item covers review of the Contractors' compliance with the TxDOT specifications and special provisions. Actual test procedures, if additional verification is required, are covered under the appropriate items.

Payment Item: Structural Steel Fabrication Inspection and Testing - per hour.

Item 19. - Travel and Subsistence

Location: Producer's or fabricator's plant when plant is located in excess of 100 miles from the Construction Site.

Payment Item: Travel and subsistence cost - per day.