

**REQUEST FOR QUALIFICATIONS No. 06290-10**

**for**

**Collin County Outer Loop Segment 3 Comprehensive Development Agreement**

**US 75 to FM 428, Collin County, Texas**

RFQ Issue Date:..... August 16, 2010  
Pre-Submittal Meeting Date:..... September 15, 2010  
Proposer Question Deadline:..... September 24, 2010  
CCTRA Answer Deadline:.....October 8, 2010  
Notice of Intent to Submit Deadline:.....October 15, 2010  
Statement of Qualifications Due Date:.....November 5, 2010  
Interview Dates:.....November 29-December 3, 2010  
Shortlist Announcement Date:.....December 6, 2010

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# 1 General Solicitation Information

## 1.1 Overview of Solicitation

This Request for Qualifications (RFQ) is issued by the Collin County Toll Road Authority (CCTRA), Collin County, Texas. The Board of Directors of CCTRA is the elected Collin County Commissioners Court. The technical, managerial and administrative staff of CCTRA is the Collin County staff including the County's Engineering Department. CCTRA was created under Chapter 284 of the Texas Transportation Code. As such, CCTRA has authority to develop toll road projects using Comprehensive Development Agreements (CDAs) in the manner prescribed for Regional Mobility Authorities under Chapter 366 of the Texas Transportation Code.

CCTRA is seeking a Developer to analyze, identify, plan, develop, design, construct, finance, operate and maintain the Collin County Outer Loop (CCOL) Segment 3 projects. These projects are to be developed in stages and with possible connections to other segments of the CCOL. CCTRA intends to enter into a CDA with the Selected Developer (Developer) for a period of time, up to the maximum time allowed by Texas law. The CDA will cover the development of the initial project facilities (Initial Facilities) and subsequent additional expansion facilities (Expansion Facilities) needed to accommodate growth in traffic over time. At the end of the CDA period, the rights to operate the Segment 3 Toll Road will revert to CCTRA or to Collin County.

CCTRA will provide no funding or funding guarantees for this project.

This is a "Greenfield" project designed to provide mobility to residents in the northwest quadrant of Collin County; to accommodate North Texas regional traffic; and to promote economic development within the County. CCTRA will provide all data and documentation collected and currently owned by CCTRA in researching and studying the alignment of this project.

This procurement and any resulting agreements will not establish, and shall not be construed, as a legal partnership between CCTRA and the Developer.

Attachment 1 contains the meaning of certain terms and acronyms used in this RFQ. The terms "Collin County", "CCTRA" and "County" are used interchangeably in this RFQ.

## 1.2 Background Information

The Collin County Outer Loop (CCOL) is part of the Dallas-Fort Worth (DFW) Metroplex proposed outer loop with the southeast portion referred to as Loop 9. Information on CCOL including the locally preferred alignment and the project development status of the five segments of the CCOL can be found on the Collin County Engineering Department web site: [www.co.collin.tx.us/engineering/](http://www.co.collin.tx.us/engineering/)

CCTRA contracted with the North Central Texas Council of Governments (NCTCOG) to prepare environmental documents. The environmental documents are currently being prepared for Segments 1 and 3. At this time CCTRA does not intend to use state or federal funding for Segment 3 Initial Facilities development. Therefore, the environmental assessment for Segment 3 will not require state or federal review and approval. CCTRA's Board of Directors (Collin County Commissioners Court) has the authority to accept and approve the environmental documents. CCTRA Board is expected to approve the environmental documents for Segment 3 immediately upon completion of the final document by NCTCOG. NCTCOG is expected to complete the environmental assessment document within 60 calendar days after CCTRA has approved the Segment 3 final alignment and schematic design. The Developer will complete the alignment and schematic design for the Segment 3 Initial Facilities. The Developer will not be allowed to begin construction of Initial Facilities until CCTRA has approved the alignment, the schematic design and the environmental assessment.

CCTRA has adopted a minimum 500-foot wide right-of-way (ROW) for all segments of the CCOL to allow for ultimate development of the transportation corridor. At this time, CCTRA has not acquired any ROW for Segment 3. The Developer will acquire all needed ROW at the Developer's expense and convey ownership of the ROW to CCTRA. If necessary, CCTRA will use its Eminent Domain Authority to acquire disputed ROW at the Developer's expense. CCTRA will retain ownership of all property acquired for the CCOL project, but the Developer will be responsible for maintaining that property.

CCTRA has already acquired the 500-foot wide ROW for Segment 1, which is adjacent to and just east of Segment 3. The western limit of Segment 1 connects to US 75 at the eastern side of US 75 at County Road 283 (CR 283). The eastern limit of Segment 1 connects to SH 121. CCTRA is completing final plans, specifications and estimates for non-tolled frontage roads for Segment 1. CCTRA has construction funding available for Segment 1. CCTRA intends to accept bids for construction on Segment 1 in the third quarter of 2010. Segment 1 is not being developed as a CDA Project. Segment 1 is not a part of this RFQ; however, the Developer for Segment 3 will have to coordinate ROW acquisition for Segment 3 with the ROW already acquired for Segment 1. The eastern limit of Segment 3 is the indirect connection to US 75 via frontage roads on the east side of US 75 at CR 283, where Segment 1 begins.

See [www.co.collin.tx.us/engineering/](http://www.co.collin.tx.us/engineering/) for maps showing Segment 1 and Segment 3.

On April 19, 2010, CCTRA received a presentation of an unsolicited proposal from a developer who offered to finance, acquire all ROW, and design, build, operate and maintain and toll Segment 3 of the CCOL at no cost to CCTRA. The CCTRA Board discussed this proposal on April 19, and Board Members subsequently met with the developer to learn more about the proposal. Information on this unsolicited proposal is available on the County's web site.

See [http://collin.granicus.com/ViewPublisher.php?view\\_id=2](http://collin.granicus.com/ViewPublisher.php?view_id=2)

The developer's unsolicited proposal was not sufficiently detailed for CCTRA to advertise requests for competing proposals. Therefore, CCTRA has decided to issue this stand-alone RFQ followed by a shortlisting of qualified Proposers, which will be followed by a Request for Detailed Proposals (RFDP) to select a CCOL Segment 3 Developer through a "best value" process to be described in the RFDP.

### **1.3 CCOL Segment 3 Projects**

The Statement of Qualifications (SOQ) prepared in response to this RFQ must address the immediate development of the Segment 3 Initial Facilities including opportunities for fast-track construction of portions of this segment. The SOQ must include a conceptual schedule for the immediate development of the Initial Facilities. The conceptual schedule will identify assumptions dealing with external forces beyond the Developer's control.

#### **1.3.1 Segment 3 Initial Facilities**

The Developer will be required to execute a CDA governing the management, supervision, administration, financing, ROW acquisition, design, construction, operation, maintenance, tolling and facility hand-back requirements for the Initial Facilities, which will include as a **minimum**, the following elements:

1. The Developer will acquire a 500-foot minimum width ROW with the eastern location at US 75 to line up with the ROW which CCTRA owns for Segment 1 along CR 283.
2. At a **minimum**, the Developer will design and construct a two-way, toll road with a minimum pavement width of 60 feet and with a minimum of 2-foot wide earthen berms on both sides and a continuous safety barrier between lanes of opposing traffic. The roadway is to be designed according to the most recent addition of the Texas Department of Transportation (TxDOT)

Roadway Design Manual (May, 2010). The Developer may choose pavement type as long as it meets or exceeds minimum TxDOT standards. The geometric design will include horizontal alignment and vertical profiles established to achieve a minimum design speed of 70 miles per hour (mph).

3. The Developer may choose to initially sign and stripe the toll road to allow operation as a "Super 2", according to the TxDOT Roadway Design Manual. If so, the toll road will include three, 12-foot wide travel lanes and 8-foot wide continuous shoulders on both sides. The Developer will provide 2-foot wide inside shoulders and space for a continuous safety barrier. The Super 2 design will allow the middle lane to be used as a two-way staggered passing lane. The minimum total pavement width will be 60 feet. Information regarding Super 2 highway design is available online at the following link: [http://onlinemanuals.txdot.gov/txdotmanuals/rdw/super\\_2\\_highways.htm](http://onlinemanuals.txdot.gov/txdotmanuals/rdw/super_2_highways.htm). The Proposers may choose to propose alternate designs and additional travel lanes as described below.
4. The existing CR 283 Bridge across US 75 will be replaced by a new bridge wide enough to accommodate travel lanes, outside and inside shoulders, and a safety barrier as described above.
5. Segment 3 Initial Facilities structures including bridges and culverts will be designed and constructed to accommodate the travel lanes, outside and insides shoulders and the safety barrier as described above.
6. When traffic increases and requires Segment 3 Expansion Facilities, the initial three travel lanes may be converted to one-direction lanes, and three additional, one-direction lanes may be constructed on the other side of the median.
7. The toll road will run approximately 14 miles from US 75 at the eastern limit to the western side of CR 428 with a connection to CR 428 with a tee intersection. The Developer will be allowed to set the alignment to facilitate ROW acquisition as long as the ROW generally parallels the alignment established by the County in 2006 (as shown on the County planning maps as the Locally Preferred Alignment), and as long as it connects to Segment 1 ROW. CCTRA reserves the right to approve the final alignment proposed by the Developer.
8. The Developer will provide signalized intersections at all connections to US and state highways. Signalized intersections at connections to county roadways will be provided and maintained by the Developer when the traffic level requires them, based on signal warrant studies conducted to TxDOT standards.
9. The Developer will operate and maintain the Segment 3 Initial Facilities following standards that TxDOT would apply to similar highway/tollway facilities. This includes pavement ride quality standards. The operation and maintenance standards will be detailed in the CDA. The Developer will follow the May 2010 edition of the TxDOT Maintenance Operations Manual.
10. The Developer will provide toll road maintenance facilities and equipment necessary to maintain Segment 3 Initial Facilities without reliance on existing Collin County maintenance facilities.
11. The facility condition at hand-back must have a minimum 25-year service life on all pavement and structures and a 10-year service life on tolling systems and maintenance facilities and equipment. Service life standards will be detailed in the CDA, but will generally follow the standards set for TxDOT CDAs.
12. The Developer will implement a design and construction quality control program as detailed in the CDA that includes construction materials testing to TxDOT's standards.

13. The Developer will provide a construction safety program.
14. The Developer will provide a Maintenance of Traffic (MOT) program.
15. The Developer will design, seek approval and construct connections to CR 428; US 75; SH 289; FM 2478; and FM 543.
16. The Developer will design, seek approval and construct grade separations at US 75 and at every state and county roadway and railroad. The Developer will obtain all required city and county building permits.
17. The Developer will provide all technical and financial support associated with obtaining all required environmental permits including USACE 404 permits and Storm Water Pollution Prevention Plans and permits.
18. The Developer will obtain all required city and county drainage and Federal Emergency Management Agency (FEMA) permits.
19. The Developer will provide all technical and financial support associated with obtaining all required approvals/permits from local, state and federal agencies including, but not limited to NCTCOG, Regional Transportation Council (RTC), TxDOT, Texas Transportation Commission (TTC), the State Attorney General, the Texas Legislative Budget Board and any affected railroads.
20. The Developer will provide policing of toll road through contracts with local and state enforcement agencies.
21. The Developer will provide maintenance of all ROW including ROW not needed for the Initial Facilities. Maintenance to include mowing, fencing, irrigation, trash removal and other services necessary to keep the ROW in good and safe conditions.
22. The Developer will provide hardscape and landscape improvements and a landscape irrigation system with a minimum budget of 2.5 percent (%) of the Segment 3 Initial Facilities overall construction costs.
23. Bridges across major creeks will be designed with sufficient span length to minimize disruption of waterways and adjacent wetlands. The Developer is responsible for mitigating any environmental impacts to waterways and adjacent wetlands. Mitigation will be in accordance with local, state and federal regulatory requirements. Culverts and waterway bridges will be sized to provide zero increase in upstream water surface elevations.
24. The Developer will provide and maintain an all electronic tolling systems with interoperability with TxDOT and North Texas Tollway Authority (NTTA).

CCTRA encourages Proposers to offer innovative, alternative approaches to the proposed Super 2 concept described above. The Proposer must demonstrate that any alternative approach will provide the same capacity, level of service and safety provided by the Super 2 concept. The Proposers may offer to propose constructing additional facilities as part of the Segment 3 Initial Facilities at the Developer's expense. If so, the SOQ must provide sufficient detail of what is being proposed to allow CCTRA and its consultants to evaluate the proposed alternative or additional facilities. Such detail will include roadway cross sections, location of grade separations, pavement type, major drainage facilities, and any additional proposed connections to existing County roadways.

### 1.3.2 Segment 3 Expansion Facilities

The Developer will propose starting development of the Segment 3 Expansion Facilities in order to maintain the required level of service and regional mobility or to enhance economic development.

The Developer must complete capacity-related improvements according to the schedule and provisions included in the Developer's Detailed Proposal developed in response to the RFDP and as more fully described in the CDA. Segment 3 Expansion Facilities will include some or all of the following improvements necessary to maintain CCTRA-required level of service and mobility:

1. Additional travel lanes
2. Additional signalized intersections at additional connections/access ramps to US highways, NTTA facilities and state and county roadways
3. Direct connectors to state and federal highways and NTTA facilities including direct connectors to US 75 main lanes and the future Dallas North Tollway main lanes; direct connectors from the CCOL to US 75 is likely to require a full NEPA review
4. Removal of interior access ramps if a Super 2 configuration is used on the Initial Facilities
5. Connections to county roads and city thoroughfares
6. Frontage roads
7. Additional structures including bridges over creeks and grade separations
8. Additional toll gantries
9. Hardscape and landscape improvements and landscape irrigation system with a minimum budget of 2.5% of Segment 3 Expansion Facilities toll road construction costs
10. Roadway maintenance facilities to include buildings, vehicles and equipment needed to operate and maintain the toll road

#### **1.4 Services**

##### **1.4.1 CCOL Segment 3 Initial Facilities Development**

The services and work ("services") that are needed by CCTRA under the terms of this RFQ and the RFDP and CDA to follow, include project management, development planning, financing, design, construction, ROW acquisition, maintenance and operation (including tolling). The services required for development of the Initial Facilities will be governed by a CDA. CCTRA will attempt to negotiate the terms and conditions of the CDA with the Developer. The CDA terms will at a minimum include the following provisions:

1. Acquire minimum 500-feet of ROW and convey ROW to CCTRA or County; land acquisition to include:
  - a. Provide clear title on all properties at a title company selected by CCTRA or Collin County
  - b. Pay all survey costs, appraisal fees, legal fees, condemnation costs, and other fees related to acquiring and conveying the ROW
  - c. Pay all title costs
  - d. Select and pay for the land and condemnation attorney; selection subject to approval by CCTRA
2. Construct all roads, bridges, ramps as defined in **Section 1.3.1.** to TxDOT standards. Construct all connections to roadways following the standards of whichever entity has jurisdiction over the connecting facility.
3. Provide all funding for project development (CCTRA does not have funding for this project)

4. Pay penalties for not meeting contracted schedules; penalties will at a minimum cover all CCTRA costs including internal staff costs and outside consultant costs involved in managing or administering the CDA contract
5. Agree that business, personal property and structures be subject to all applicable property taxes
6. Agree that structures in unincorporated areas are subject to permitting fees
7. Agree that the CDA contract may be terminated for non-performance
8. Agree that CCTRA has rights for final acceptance before any facilities are placed into service
9. Agree that the CDA contract may be terminated for convenience of CCTRA with compensation to Developer per terms detailed in the CDA
10. Agree on the rights and obligations to develop Segment 3 Expansion Facilities at Developer's expense according to the terms and conditions in the CDA
11. Agree to operate and maintain all facilities to the standards established in the CDA which will generally follow TxDOT operation and maintenance standards

#### 1.4.2 CCOL Segment 3 Expansion Facilities Development

The Expansion Facilities development services that are needed by CCTRA under the terms of this RFQ and the RFDP and CDA to follow include: project management, planning, financing, design, construction, operation, maintenance and tolling. The shortlisted Proposers will prepare a Preliminary Pre-development Plan to be included with the Detailed Proposal. The Preliminary Pre-Development Plan will include proposed business terms and conditions governing the incorporation of Expansion Facilities into Segment 3. The Developer will prepare a Final Pre-development Plan, which will become part of the CDA, subject to approval of CCTRA. During the term of the CDA the Developer will determine when Expansion Facilities are needed and make recommendations as to when those projects should begin development.

Segment 3 Expansion Facilities may include those items listed in **Section 1.3.2** and other project improvements needed to accommodate growth, maintain mobility and encourage economic development. The ultimate proposed configuration for Segment 3 is presented on the County's web site ([www.co.collin.tx.us/engineering/](http://www.co.collin.tx.us/engineering/)).

In the Detailed Proposal, the Developer will provide a detailed timetable (Master Schedule) for development of the Expansion Facilities, and that timetable will be included in the CDA. However, the Developer will have any required Expansion Facilities open to traffic in order to always maintain a Level of Service (LOS) of "C" or better, or when truck traffic makes up 15% or more of the Average Annual Daily Traffic (AADT). The Developer will continue to update the Master Schedule to respond to increases in population, traffic growth and new planned residential and commercial developments. The Developer will produce traffic and revenue forecasts two (2) years after the Initial Facilities open to traffic and then every three (3) years thereafter throughout the CDA term.

#### 1.5 **Federal Funding Requirements**

Under the Federal Highway Administration's (FHWA) design-build regulations (23 C.F.R. Part 636), a CDA Agreement is considered a design-build contract. Although CCTRA has no plans to use federal funds for development of the of the Segment 3 Initial Facilities, and there is no assurance of federal aid for Segment 3 Expansion Facilities, if the Developer plans to apply for federal funding as part of the project funding, this procurement will have to comply with applicable federal laws and regulations, including the rules and regulations promulgated by FHWA that relate to design-build contracts. If the Developer plans to seek federal funding for any CCOL projects, CCTRA will

submit, at the Developer's expense, to FHWA a Special Experimental Project No. 15 (SEP-15) application prior to the Developer and CCTRA signing a Pre-Development Agreement or amending the CDA to accommodate development of Expansion Facilities. FHWA's approval of the SEP-15 will set forth certain conditions required by CCTRA and certain subjects for further discussion or monitoring by FHWA. Proposers may request CCTRA to seek additional FHWA waivers that are important to their Proposals and not contained within the initial SEP-15 approval. Any Pre-Development Agreements or CDA Amendments are subject to all FHWA conditions and waivers which are granted at the time of entering into those agreements.

CCTRA also anticipates that certain other federal procurement requirements may apply to projects developed using federal funds. These could include the following requirements:

1. Small Business requirements
2. Buy America requirements
3. ROW acquisition requirements
4. Davis-Bacon wage rate requirements
5. Disadvantaged Business Enterprise (DBE) requirements
6. Other FHWA requirements

If the Developer chooses to use federal funds, the federal laws, rules and regulations applicable to the fund requirements shall govern in the event they conflict with a provision required by state law.

#### 1.5.1 Workplace Diversity; Disadvantaged Business Enterprises

It is the policy of CCTRA not to discriminate against any person because of race, color, religion, national origin, sex, sexual orientation, marital status, age, disability, veteran status or any other status protected by federal, state, or local law, and to take action to ensure that all programs are designed, implemented and managed to comply fully with all applicable laws. Should the Developer choose to apply for federal funds to develop any CCOL projects, the Developer will follow all applicable federal rules governing the use of DBEs.

#### 1.5.2 Prevailing Wages

If federal funds are used to pay any costs of construction of any CCOL projects, the construction contract must contain provisions that require the payment of workers in accordance with federal rules.

#### 1.5.3 National Environmental Policy Act (NEPA)

If federal review and approval of environmental documents is requested or required by the Developer, the expense and schedule impact of complying with the National Environmental Policy Act (NEPA) process will be the responsibility of the Developer.

### **1.6 Surety Bond Requirements**

#### 1.6.1 General

With the execution and delivery of the CDA, the Developer shall furnish and file with CCTRA in the amounts herein required, the surety bonds specified hereunder. Without exception, Collin County's standard bond forms must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as Collin County. Such surety bonds shall be in accordance with Texas Law, including but not limited to, the provisions of Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code. These bonds shall automatically be increased by the amount of any increase in project construction cost. In no event shall a change which reduces the construction cost reduce the penal amount of such bonds. The surety bonds, alternative

security methods and operation and maintenance (O&M) security described in this Section 1.6 apply to the Segment 3 Initial Facilities construction. The CDA will include provisions governing surety bonds, alternative security methods and O&M security for Segment 3 Expansion Facilities.

#### 1.6.2 Performance Bond

The Developer will provide a good and sufficient bond in an amount not less than 100 percent of the total amount of the construction cost of the Segment 3 Initial Facilities included in the Developer's Detailed Proposal, guaranteeing the full and faithful execution of the work and completion of all facilities defined as Segment 3 Initial Facilities in accordance with the plans, specifications and Contract Documents and other terms and conditions of the CDA, including any extensions thereof, for the protection of CCTRA.

#### 1.6.3 Payment Bond

The Developer will provide a good and sufficient bond in an amount not less than 100 percent of the total amount of the Segment 3 Initial Facilities construction cost, guaranteeing the full and proper protection of all payment bond beneficiaries and claimants supplying labor and material in the prosecution of the work provided for in any subcontracts or supply agreements.

#### 1.6.4 Sureties

No sureties shall be accepted by CCTRA who are now in default or delinquent on any bonds or who are interested in any litigation against CCTRA or Collin County. All bonds shall be made on forms furnished by CCTRA or Collin County and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to CCTRA. Each bond shall be executed by the Developer or the development team's principal prime contractor and surety. Each surety shall designate an agent resident in the Collin County jurisdictional area acceptable to CCTRA to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. CCTRA reserves the right to reject any and all sureties. To be acceptable to CCTRA, **a surety must:**

1. Be authorized to write bonds in Texas,
2. Have a certificate of authority from the United States Secretary of the Treasury to issue bonds for federal projects, and
3. If the amount of the bond exceeds \$100,000, the surety company must also:
  - a. Hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or
  - b. Have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is an authorized reinsurer in this state; and
4. Hold a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

#### 1.6.5 Additional or Substitute Bonds

If at any time CCTRA becomes aware of a problem with any surety's ability to honor its financial obligations, the Developer shall, within five days after notice from CCTRA or Collin County, substitute an acceptable bond, or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to CCTRA. The premiums on such bonds shall be paid by the Developer without recourse to CCTRA.

#### 1.6.6 Alternative Security

The Developer may propose an alternative method of protecting CCTRA such as the use of a letter of credit in the amount of not less than 100 percent of the Segment 3 Initial Facilities construction

cost included in the Developer's Detailed Proposal. CCTRA will have sole discretion to approve or reject alternative methods of financial security.

#### 1.6.7 Operation & Maintenance Security

The Developer will furnish CCTRA an irrevocable Letter of Credit (LC) for the amount the Developer's estimates for the O&M costs for the first five full years of facility operation. The Developer's estimates, which will be included in the Detailed Proposal, will be subject to approval by CCTRA. The balance of the LC can be reduced at the end of each year to cover the remaining estimated cost of O&M for the remainder of the five-year period.

### 1.7 Insurance Requirements

#### 1.7.1 General

Upon execution of the CDA and before commencing any work, the Developer and its prime contractor(s) and principal subcontractors (herein referred to as "contractors"), including operation and maintenance contractors shall be required, at their own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverage's required in Attachment 3 of this RFQ, indicating the coverage is to remain in force throughout the term of the CDA. Without limiting any of the other obligations or liabilities of the contractors, during the term of the construction and operation and maintenance of Segment 3 Initial Facilities and Expansion Facilities, the Developer and its contractors, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to CCTRA. Certificates of each policy shall be delivered to CCTRA before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to CCTRA. The specific insurance requirements and coverage amounts are included in Attachment 3 to this RFQ.

## 2 RFQ Process

### 2.1 CCTRA Use of BidSync

CCTRA uses BidSync for the notification and dissemination of RFQs. The receipt of this RFQ through any other source may result in the Proposer receiving incomplete specifications and/or addendums which could ultimately render the Proposer's SOQ non-compliant. CCTRA accepts no responsibility for the receipt and/or notification of RFQs through any other source.

### 2.2 Proposer Questions; Clarification Notices

Except for communications expressly permitted elsewhere by this RFQ, all questions and other communications regarding the CCOL projects and this RFQ shall comply with this **Section 2.2**.

The Proposer shall submit all questions and communications regarding this RFQ to CCTRA through [www.bidsync.com](http://www.bidsync.com).

The following person will be the procurement officer and main point of contact during the RFQ process:

Collin County Purchasing  
Attn: Matt Dobecka, CPPB  
2300 Bloomdale, Suite 3160  
McKinney, TX 75071  
Phone: 972-548-4103  
FAX: 972-548-4694  
[mdobecka@collincountytx.gov](mailto:mdobecka@collincountytx.gov)

All such questions and other communications must be received by 4:00 p.m., local time, on the "Proposer Question Deadline" set forth on the RFQ cover page. Questions relating to an

addendum must be received no later than five calendar days after the date of the addendum, but in no event later than the SOQ due date.

CCTRA may issue notices listing questions received from Proposers and the responses given by CCTRA. CCTRA will post a copy of any notices on [www.bidsync.com](http://www.bidsync.com).

CCTRA's final answers to the questions posed under this Section 2.2 are not considered part of this RFQ unless incorporated by an addendum. Proposers shall acknowledge the receipt of all addendums on Attachment 2, Form A – Statement of Qualifications Cover Sheet.

### **2.3 Rules of Contact**

During the procurement process, the following rules of contact apply to every employee, member or agent of any Proposer (including any person or entity that has agreed or plans to join a Proposer):

1. Contact between the Proposers and CCTRA (questions and responses to questions) shall only be through CCTRA's and Proposers' designated representatives.
2. The Proposer shall not contact stakeholder staff and officials regarding this RFQ or the requirements for any project. Stakeholder staff and officials include employees of CCTRA, CCTRA Board Members, Collin County staff and officials, local governments or any of their contractors or consultants involved with the procurement, except for communications expressly permitted by this RFQ. Contractors and consultants involved with this procurement include:
  - a. CH2M HILL, Inc
  - b. Shepherd Law Firm
  - c. First Southwest Corporation
  - d. Brown & Gay Engineers, Inc.
3. CCTRA will not be responsible for any oral communication or any other information or contact that occurs outside the official communication process described in this RFQ.
4. The foregoing restrictions do not preclude or restrict communications with regard to matters unrelated to this RFQ.
5. CCTRA may disqualify any Proposer engaging in prohibited communications at CCTRA's sole discretion.

### **2.4 Examination**

The Proposer is solely responsible for examining this RFQ, including any addenda posted on the procurement web site: [www.bidsync.com](http://www.bidsync.com). The Proposer is solely responsible for investigating all conditions which may affect its SOQ, or the performance of the obligations following award of a contract. The Proposer is responsible for requesting clarification or interpretation of any discrepancy, deficiency, or ambiguity in this RFQ, or any provision which the Proposer fails to understand.

CCTRA will post a copy of any addendums, notices and other information regarding this RFQ on [www.bidsync.com](http://www.bidsync.com). Proposers shall acknowledge the receipt of all addenda on Attachment 2, Form A – Statement of Qualifications Cover Sheet.

### **2.5 Notice of Intent**

The Proposer shall notify the procurement officer by email no later than 4:00 p.m., local time, on the "Notice of Intent to Submit" deadline listed on the cover page that the Proposer intends to submit an SOQ. This notice will be confidential.

## **2.6 Pre-submittal Meeting**

CCTRA will hold a pre-submittal meeting on the date shown on the cover page of this RFQ to discuss the CCOL Segment 3 Projects and Services. The meeting will be held at 9:30 a.m. local time at the Central Jury Room at the Collin County Courthouse at 2100 Bloomdale Road, McKinney, TX 75071. Attendance at the pre-submittal meeting is not mandatory but highly encouraged.

Statements made by CCTRA's representatives at the meeting are not binding upon CCTRA unless confirmed by written addendum to this RFQ.

## **2.7 Addendums**

CCTRA may revise this RFQ by issuing written addendums to this RFQ at any time during the period of the procurement. CCTRA will post a copy of any addendum on [www.bidsync.com](http://www.bidsync.com). Proposers are to acknowledge the receipt of all addendums on Attachment 2, Form A – Statement of Qualifications Cover Sheet.

Changes to this RFQ will be recognized only if in the form of written addenda issued by CCTRA. Oral instructions or information concerning this RFQ or its requirements given by CCTRA shall not be binding unless documented by written addendums. CCTRA may extend the Statement of Qualifications Due Date if CCTRA determines that an extension is necessary to give Proposers sufficient time to respond to addendums.

## **2.8 Public Records**

Subject to the requirements of the Texas Government Code Chapter 552 (the Public Information Act or the "Act") and the terms of this RFQ, SOQs will not be publicly opened or evaluated. All written correspondence, exhibits, reports, printed material, photographs, tapes, electronic disks and other graphic and visual aids submitted to CCTRA during this procurement process becomes the property of CCTRA and will not be returned to Proposers.

If CCTRA receives a request for public disclosure of all or any portion of an SOQ, CCTRA will use reasonable efforts to notify the Proposer and give the Proposer an opportunity to assert, in writing and at the Proposer's sole expense, a claimed exception under the Act or other applicable law.

If a Proposer has special concerns about information included in the SOQ that may constitute a trade secret, proprietary information or other information excepted from disclosure, the Proposer shall designate that information by placing a note saying "CONFIDENTIAL" in the header or footer of each page affected and highlighting the confidential information

## **2.9 Conflicts of Interest**

SOQs prepared in response to this RFQ must include full disclosure of any actual, potential or apparent conflicts of interest. The Proposer must list such conflicts and offer proposed strategies to eliminate or mitigate any such conflicts.

# **3 SOQ Submission Requirements**

## **3.1 Submitting the SOQ**

The Proposer must submit one hard copy original of the SOQ (including all certificates), stamped as "Signed Original," containing the original signature in **blue ink** of the authorized representative(s) of the Proposer, along with ten (10) hard copies of the fully signed SOQ and one (1) electronic copy in Portable Document Format (PDF) format to the recipient and address listed in **Section 2.2** to be received no later than 4:00 p.m. local time on the "Statement of Qualifications Due Date" listed on the cover of this RFQ.

The SOQ shall be sealed in mailing packages bearing the Proposer's name, address, the title, "Procurement Officer" and the words "CCOL Segment 3 Comprehensive Development Agreement Statement of Qualifications" clearly written on the outside.

Mis-deliveries, late, faxed or emailed electronic submittals will not be accepted.

### **3.2 SOQ Format**

The SOQ shall consist of the following components:

- Front cover
- Section 1 - Required Forms and Information
- Section 2 - Qualifications and Experience
- Section 3 - Project Approach Segment 3 Initial Facilities Development
- Section 4 - Public Support
- Section 5 - Appendices

Sections 2 through 4 (combined) shall not exceed 100 single-sided 8-1/2 x 11 inch pages in length (excluding the table of contents and section dividers). Each page of Sections 2 through 4 shall be numbered. Sections 1 and 5 do not have a page limit. Except for graphics, tables, drawings, and sketches, and Section 5 and the front cover, the type face shall be no smaller than 11-point font. There are no font requirements regarding the text on graphics, tables, drawings, and sketches and the front cover and Section 5.

### **3.3 SOQ Contents**

The Proposer is solely responsible for ensuring that its SOQ is clear, correct and internally consistent. The SOQ shall include the information listed in **Sections 3.3.1** through **Section 3.3.5**. In addition, the SOQ must make specific reference to and address, the applicable evaluation criteria set forth in **Section 4.3.1**. The Proposer shall provide the information separated by tabs.

#### **3.3.1 SOQ Section1: Required Forms and Information**

1. Provide Form A (SOQ Cover Sheet). If the Proposer is a joint venture, Form A must be executed by all joint venture members.
2. Provide a list of SOQ pages that include any proprietary information which the Proposer considers protected trade secrets or other information exempted from the Texas Government Code Chapter 552 (the Public Information Act).
3. Provide an Executive Summary that contains sufficient information to familiarize reviewers and the public with the Proposer's project understanding and approach and its ability to satisfy the financial, legal and technical requirements of CCTRA (CCTRA may release information in the Executive Summary to the public).
4. Provide the name, address, email address, telephone number and fax number of a person within the Proposer organization who may be contacted for further information.
5. Provide evidence for each entity that is a corporation, limited-liability-company or limited partnership and that the Proposer and its general partners and joint venture members are currently in good standing in the state of their respective organization/formation. Such evidence shall be in the form of good standing certificates dated no earlier than 90 calendar days before the SOQ Due Date, along with an affirmative statement that no significant changes have occurred to affect the good standing of the entities. If there have been any such changes, a list of the changes shall be provided.

6. Describe in detail the legal structure of the Proposer and major partners and provide an organization chart. Identify key personnel on the organization chart. Include copies of organizational documentation for the Proposer and each equity owner. If the Proposer is (or will be) a partnership or joint venture, attach full names and addresses of all partners or joint venturers and the equity ownership interest of each entity, and provide the aforementioned incorporation, formation and organization. Provide information for each general partner or joint venturer. If the Proposer is (or will be) a joint venture, attach a letter from each joint venturer stating that the joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the SOQ and under any resulting contracts. If the Proposer is (or will be) a limited liability entity, attach full names and addresses of all equity holders and other financially responsible entities and the equity ownership interest of each entity. If any such entity has not yet been legally formed or if modification to the organizational documents for such entity is contemplated prior to award, provide a brief description of the proposed legal structure and draft copies of the underlying documents. If a joint venture, limited liability company or partnership agreement has not been executed or will require amendment, submit a subscription agreement, memorandum of agreement or other teaming agreement.
7. Attach evidence to the SOQ and to each letter that the person signing has authority to do so.
8. Provide detailed information concerning the Proposer's and major subcontractors' litigation history covering all claims and other litigation involving transportation projects valued at more than \$50 million with claims or litigation in an amount greater than \$5 million in the last five years.
9. Provide detailed information for the Proposer and major subcontractors that have filed for bankruptcy protection in the last seven years.
10. Provide detailed information concerning the Proposer's and major subcontractors' environmental protection record including any fines or claims by EPA or state or local environmental agencies in the last five years.
11. Provide detailed information concerning the Proposer's safety record on construction projects including any fines or claims by Occupational Safety and Health Act (OSHA) in the last five years.
12. SOQ Pass/Fail Check List. Complete the following checklist. If any of the items are not included in the SOQ, the SOQ will be deemed non-responsive and receive no further consideration:
  - a. Provide evidence of ability to obtain all surety bonds for the required amounts described in **Section 1.6** of this RFQ or other security acceptable to CCTRA for the Segment 3 Initial Facilities.
  - b. Provide evidence of ability to obtain all the insurance coverages described in Attachment 3 of this RFQ.
  - c. Provide evidence of ability to secure committed financing for the full value of the ROW acquisition, the design and construction costs, and other required costs for the Segment 3 Initial Facilities. Proposer should assume a minimum required financing of \$150 Million. Evidence may include past successful financing of projects valued at \$150 Million or more.
  - d. Provide evidence of ability to obtain a letter of credit or other security acceptable to CCTRA for estimated amount of O&M costs for the first five years of facility operations.

If the Proposer anticipates using federal funds in developing any Segment 3 projects, the Proposer shall acknowledge the need to submit additional forms before contracts are executed (including

forms covering other federal requirements including DBE, Buy America, Restriction on Contract Funds for Lobbying, etc.).

### 3.3.2 SOQ Section 2: Qualifications and Experience

1. Identify the legal structure of the Proposer. Identify each major partner and identified major subcontractor and the firm's contact name and role. Identify the organizational structure of the Proposer, the Proposer's management approach and how each major partner and major subcontractor identified as being a part of the Proposer as of the date of submission fits into the overall team. Identify the lead entity.
2. Describe the experience of each private entity involved in the project. Describe the length of time in business, business experience, public sector transportation experience, public-private partnership experience, development experience, and design-build experience on other similarly sized engagements of each major partner and major subcontractor. Describe the Proposer's experience involving community outreach including similar projects and their outcomes.
3. Include the name, address and telephone number of a specific contact person for at least two public entities for which the Proposer or the primary members of the Proposer team have completed a development project, public-private partnership project or relevant design-build project. Include the name, address and telephone number of a specific contact person for each project described in **Section 3.3.5** regarding community outreach.
4. Summarize the qualifications and experience of those key managerial persons within the Proposer's organization who will be associated in a significant way with project development and implementation, including the project manager, legal counsel(s), construction manager, design manager, ROW acquisition manager, O&M manager(s), and financial advisors for all project phases. Indicate the role and commitment of these personnel to the project. A primary project manager must be involved throughout the project. The Proposer may include the resumes for these personnel in Section 5 of the SOQ.
5. Summarize the financial information regarding the Proposer and each major partner or major subcontractor that demonstrates their ability to perform the services and develop the project as set forth in the SOQ. Provide documentation of such financial information. Acceptable documentation shall include independently audited financial statements for the prior three years and the most recent 10-K and 10-Q SEC reports, in the case of an entity that is a public company, or comparable documentation acceptable to CCTRA in the case of an entity that is a private company. The Proposer may include such financial statements and other documentation in Section 5 of the SOQ.

### 3.3.3 SOQ Section 3: Project Approach Segment 3 Initial Facilities Development

Prepare a project approach for the development, operation and maintenance of the Segment 3 Initial Facilities that addresses, at a minimum, the following elements:

1. A detailed description of the Proposer's understanding of the project and the critical issues
2. A detailed implementation plan that includes the following elements:
  - a. Proposed facility conceptual design, including any additions or modifications or alternative approaches to the minimum facility requirements defined in **Section 1.3.1** and proposed connections to any local city and county roadways and state and US highways and to NTTA proposed or existing facilities
  - b. Proposed plan for obtaining all required local, state or federal permits including U.S. Army Corps of Engineers (USACE) 404 permits and SWP3 permits

- c. Proposed Segment 3 Initial Facilities project schedule and phasing plan including identified opportunities for early construction start; provide project schedules from two (2) successfully completed similar projects to demonstrate the Proposer's ability to produce reasonable project schedules and to successfully deliver projects under those schedules
  - d. Proposed toll collection system including facilities and back office operations, or any planned subcontracting to other toll agencies; describe approaches to interoperability with TxDOT, and NTTA electronic tolling systems
  - e. Proposed operation and maintenance plan for the Segment 3 Initial Facilities including required initial staffing and maintenance facilities and equipment; provide approach to policing Initial Facilities
  - f. Proposed operating metrics that would trigger the start of development of Segment 3 Expansion Facilities including additional roadway lanes and direct connectors
3. Description of the assumptions used in developing, operating and maintaining Segment 3 Initial Facilities and why those assumptions are reasonable; list the critical factors for the success of the project

#### 3.3.4 SOQ Section 4: Public Support

Prepare a Community Outreach Plan that addresses, at a minimum, the following elements:

- 1. Explain the strategy and plans that will be carried out to involve and inform the agencies and the public in areas affected by the project
- 2. Describe CCTRA's role in the proposed community outreach strategy
- 3. Describe how the Proposer will work effectively to assure that community, regional and CCTRA issues are effectively addressed
- 4. Provide at least two examples of past projects where the Proposer was responsible for developing and executing a community outreach plan. Provide contact information for references

#### 3.3.5 SOQ Section 5: Appendices

The following items will be submitted in Section 6 of the SOQ:

- 1. Resumes (as described in **Section 3.3.2**)
- 2. Financial statements and other documentation (as described in **Section 3.3.2**)
- 3. Documents to be provided in response to Pass/Fail list (**Section 3.3.1**)

## 4 SOQ Evaluation

CCTRA anticipates opening the SOQs shortly after the SOQ Due Date. The SOQ opening will occur in a secure area under the custody of the procurement officer and will not be open to the public.

### 4.1 Responsiveness

The Proposer shall submit an SOQ that provides all the information required by this RFQ, in the required format and on any required forms. If the SOQ does not substantially comply with the instructions and requirements contained in this RFP, CCTRA may determine it to be non-responsive and disqualified. Proposals that do not include all required documents from the Pass/Fail list in **Section 3.3.1** will be considered non-responsive and disqualified.

## **4.2 Additional Information**

### **4.2.1 Proposer Disclosures**

In addition to the disclosure requirements listed in this RFQ, the procurement officer may impose, after the submission of an SOQ, any other special disclosure requirements the procurement officer determines to be reasonably necessary to evaluate the expertise, experience, financial backing, integrity, ownership and control of any Proposer. Required disclosures may include a request that the Proposer demonstrate that it can deliver documents that will be required to be delivered including opinions of counsel, certificates of formation, insurance certificates, evidence of bonding capacity, evidence of licensure, and evidence as to the authority, power and capacity of proposed signatories to bind the Proposer to a contract.

### **4.2.2 Interviews**

On the "Interview Dates" set forth on the cover page, CCTRA may request interviews with Proposers for the purpose of understanding and clarifying their SOQ. The Proposer's project manager shall attend the interview. CCTRA may adjust the score of the SOQs based on information learned at the interviews. CCTRA will inform such Proposers of the schedule and format for any interviews following receipt of the SOQs.

### **4.2.3 Information**

Information may be exchanged as part of the SOQ evaluation and selection process. CCTRA may request clarifications to address minor informalities or clerical errors in the SOQ. In such cases, the Proposer shall provide the requested information in writing by the date and time indicated by CCTRA. If CCTRA does not timely receive the requested information, the Proposer's evaluation and ranking may be adversely affected and/or the SOQ may be declared non-responsive and disqualified.

## **4.3 SOQ Ranking Process**

CCTRA will evaluate and rank the SOQs (with possible changes in scores based on the interviews) based on the criteria listed in **Section 4.3.1** of this RFQ. The relative weighting of each criterion is shown as a percentage.

### **4.3.1 Evaluation Criteria**

The evaluation and ranking of SOQs for possible shortlisting and subsequent competition will be based on information contained in the SOQs, gleaned from references and obtained from interviews, if any. No evaluation and ranking, in relative or absolute terms, can guarantee acceptance of any SOQ for shortlisting.

CCTRA will assess the SOQs based on the following weighted criteria that total 100%: 50% for Qualifications and Experience and 50% for Project Understanding and Approach.

#### **4.3.1.1 Qualifications and Experience (50%)**

- 1. Team Qualifications. (15%)** Does the Proposer offer a team that is qualified, managed and structured in a manner that will enable the team to successfully complete the development of the Segment 3 Initial Facilities? Is the team qualified to operate and maintain the Initial Facilities including tolling systems? Is one firm designated as lead on the project? Does the organization of the team indicate a well thought out approach to managing the project? Is there an agreement/document in place among members? Is a project manager identified, and does this person work for the principal firm? Is there a clear definition of the role and responsibility of the project manager relative to the member firms? Does the project manager have experience leading this type and magnitude of project? Does the project manager have proven communication skills necessary to work with local, state and federal agencies, local

jurisdictions, CCTRA and the public? Does the project manager have the delegated authority to make decisions/commitments on behalf of the development team?

2. **Experience with Similar Infrastructure Development Projects. (15%)** Have members of this team previously worked together in a substantially similar consortium or partnership arrangement developing, financing, planning, designing, constructing, and managing transportation infrastructure? Has the lead firm or members of the joint venture managed a similar project? Have members of the team provided operation and maintenance services including tolling?
3. **Demonstration of Financial Ability to Perform Work. (20%)** Does the team possess the necessary financial resources to successfully complete the development of the Initial Facilities and to operate and maintain them throughout the duration of the CDA term? Are any additional resources readily available should the project revenues fall below Proposer expectations? Is the financial information submitted on the team sufficient to determine the team's capability to fulfill the obligations described in the SOQ, and is that capability demonstrated by the submitted information?

#### 4.3.1.2 Project Understanding and Approach (50%)

1. **General Project Understanding and Approach. (10%)** Does the Proposer understand the overall Segment 3 development and have an effective strategy to bring the Segment 3 Initial Facilities to financing and implementation? Does the Proposer understand the need to coordinate with the local, regional, state and federal agencies involved in reviewing and approving the Initial Facilities? Has the Proposer identified a reasonable strategy for securing all required building permits and other approvals from local, regional, state and federal agencies? Has the Proposer demonstrated a full understanding of the Segment 3 critical issues and presented a proposed a strategy to effectively address each issue? Are the assumptions clearly presented and reasonable? Has the Proposer adequately addressed the necessary success factors?
2. **Proposed Project Schedule. (10%)** Does the schedule clearly show all required tasks and subtasks and work sequences necessary for the delivery of Segment 3 Initial Facilities? Is the overall time frame for the Initial Facilities completion clearly outlined? Has the Proposer demonstrated innovative approaches and methods to accelerate opening of the Segment 3 Initial Facilities? Has the Proposer offered similar schedules from other completed projects demonstrating the Proposer's ability to establish reasonable project delivery schedules and then successfully meet those schedules?
3. **Operation and Maintenance. (10%)** Does the Proposer present a reasonable plan for operation and maintenance of the Segment 3 Initial Facilities? Does the plan for tolling adequately address coordination regarding interoperability with other tolling entities? Does the Proposer present a reasonable plan for facility hand-back at completion of the CDA?
4. **Environmental Process. (10%)** Does the Proposer understand the environmental issues and the Proposer's role in the environmental process, given that CCTRA is completing a Local Environmental Assessment to be approved by CCTRA's Board, and that a full NEPA federal review may be required if the project becomes federalized in the future due to direct connections to US highways or reliance on federal funding for Segment 3 Expansion Facilities? Does the Proposer understand the need to obtain other environmental permits including USACE 404? Has the Proposer demonstrated the ability to obtain those permits on prior projects and offered an approach for obtaining them on the Segment 3 Initial Facilities? Has the Proposer developed an effective strategy to obtain other agency approvals including NCTCOG, RTC, TxDOT and TTC?

5. **Coordination with CCTRA and Community Support. (10%)** Does the Proposer understand the need to coordinate with CCTRA and its other consultants to successfully serve as a long-term Developer on Segment 3? Does the SOQ demonstrate an understanding of the local transportation issues and needs, as well as the impacts the Segment 3 projects may have on those needs? Is there a demonstrated ability to work with the community? Has the Proposer demonstrated sufficient understanding of the public support issues and proposed a reasonable plan for garnering that support? Has the Proposer offered strategies to involve local elected officials in developing Segment 3? Is there a clear strategy for informing and educating the public and for obtaining community input throughout the development and life of the Segment 3 development?

#### **4.4 CCTRA Development of a Shortlist for Subsequent Competition**

The Board of Directors of the CCTRA will serve as the Selection Committee to review the SOQs developed in response to this RFQ and to develop a shortlist of no more than three (3) Proposer teams. The Board may conduct oral interviews of the Proposers for the purpose of understanding and clarifying their SOQs. At the completion of the SOQ evaluation process, CCTRA will provide written notice to all Proposers informing them that CCTRA's Board has selected the shortlisted Proposers.

The Board will review the Detailed Proposals developed by the shortlisted Proposers prepared in response to the RFDP. The Board will determine the Best Value Proposer to attempt to negotiate a CDA.

In developing the shortlist and selecting the Best Value Proposer, the Board will be supported by the Collin County staff including the County's Director of Engineering and CCTRA's outside engineering, legal and financial consultants. CCTRA does not intend to use TxDOT or NCTCOG to review SOQs or Proposals. However, TxDOT, NCTCOG and the Attorney General will review the final CDA negotiated with the Developer.

## **5 Reservation of CCTRA Rights**

CCTRA reserves all rights available to it by law in administering this RFQ, including without limitation, the right, in its sole discretion, to:

1. Reject any or all SOQs at any time
2. Terminate evaluation of any or all SOQs at any time
3. Request or obtain clarifications, revisions or additional information from any source about any SOQs
4. Issue addendums to, and/or cancel, this RFQ
5. Issue a new RFQ
6. Decline to financially participate in the proposed project
7. Extend any deadline, and waive or permit the correction of minor deficiencies or irregularities in an SOQ

This RFQ does not commit CCTRA to enter into a contract. Under no circumstances shall CCTRA be liable for the costs incurred by Proposers in developing SOQs, whether or not selected for shortlisting. Under no circumstances shall CCTRA be liable as a result of disclosing any materials, whether the disclosure is deemed required by law, by an order of court, or occurs through any act on the part of CCTRA. Any and all information CCTRA makes available to Proposers shall be as a convenience to the Proposer and without representation or warranty of any kind.

CCTRA may reject, or require a supplement to an SOQ if the Proposer has not provided all information required by the RFQ, or if any information provided is not accurate, current or truthful. The failure or refusal of any Proposer to properly execute, fully complete, or accurately report any information required by the RFQ shall be sufficient grounds for rejection of the SOQ.

SOQs shall be valid for possible shortlisting by CCTRA for a period of 90 calendar days after the SOQ Due Date.

## **6 Payment of a Stipend to Unsuccessful Proposers**

CCTRA does not intend to pay a stipend to either the Selected Developer or the unsuccessful Proposers. CCTRA acknowledges that it does not have the authority to use any innovative original design concepts proposed by the unsuccessful Proposers unless those concepts were also proposed by the Selected Developer.

**Attachment 1**  
**Acronyms, Abbreviations and Definitions**

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# Acronyms, Abbreviations and Definitions

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BidSync	Collin County Bidding Portal
CCTRA	Collin County Toll Road Authority
CCOL	Collin County Outer Loop
CDA	Comprehensive Development Agreement
CFR	Code of Federal Regulations
COI	Conflict of Interest
DBE	Disadvantaged Business Enterprise
DMWESB	Disadvantaged, Minority, Women and Emerging Small Businesses
DNT	Dallas North Tollway
EA	Environmental Assessment
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
XCU	explosion, collapse and underground
ft	foot/feet
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
LC	Letter of Credit
mph	Miles per Hour
NCTCOG	North Central Texas Council of Governments
NEPA	National Environmental Policy Act
NTTA	North Texas Tollway Authority
O&M	Operation and maintenance
OSHA	Occupational Safety and Health Act
PDF	Portable Document Format
RFDP	Request for Detailed Proposals
RFQ	Request for Qualifications

RPI	Railroad protective insurance
RTC	Regional Transportation Council
ROW	Right-of-way
SOQ	Statement of Qualifications
SEP-15	Special Experimental Project No. 15
STIP	Statewide Transportation Improvement Program
TTC	Texas Transportation Commission
TxDOT	Texas Department of Transportation
USACE	US Army Corps of Engineers

**Attachment 2**  
**Form A – Statement of Qualifications Cover**  
**Sheet**

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**CCTRA CCOL Project  
RFQ # 06290-10**

Name of Firm: (tax filing name)	Address:
Proposer Contact:	
Fed Tax ID# or Soc Sec #:	Email Address: Telephone #: Fax #:
Business Designation (check one): (what state? _____) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Professional Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership	

The undersigned ("Proposer") submits this Statement of Qualifications ("SOQ") in response to Request for Qualifications # 06290-10 ("RFQ") issued by the Collin County Toll Road Authority, dated August 23, 2010.

The Proposer agrees to keep this SOQ open for acceptance for 90 calendar days after the SOQ Due Date without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/consortium on whose behalf this SOQ is submitted, without first obtaining the prior written consent of CCTRA.

The Proposer agrees to all conditions of the RFQ.

The Proposer agrees to be bound by and will comply with the provisions of all applicable State and Federal regulations.

The Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFQ documents, and is satisfied that such provisions do not contain internal inconsistencies; that it has carefully checked all the words, figures, and statements in this SOQ; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this SOQ, including a thorough review of all of the RFQ documents; and that it has notified CCTRA of any deficiencies in, or omissions from, any RFQ documents or other documents provided by CCTRA and of any unusual project conditions observed prior to the date hereof. The Proposer agrees that CCTRA will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this RFQ.

The Proposer represents that the information provided herein is true and accurate, the SOQ does not omit any information necessary which would make the SOQ misleading, and any misrepresentations are made under penalty of perjury.

The Proposer acknowledges receipt of the following addenda:

Addendum No. 1 dated \_\_\_\_\_, 2010

Addendum No. 2 dated \_\_\_\_\_, 2010

Addendum No. 3 dated \_\_\_\_\_, 2010

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

**EXECUTION OF SOQ**

This SOQ is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2010

Sample signature block for corporation or limited liability company:

*[Insert Proposer's name]*

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sample signature block for partnership or joint venture company:

*[Insert Proposer's name]*

By: *[Insert general partner's or member's name]*  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: *[Insert general partner's or member's name]*  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[If the SOQ is submitted by equity owners on behalf of a Proposer that has not yet been formed, it must be signed by all equity owners.]*

**EQUITY OWNER A**

*[appropriate signature block]*

**EQUITY OWNER B**

*[appropriate signature block]*

**Attachment 3**  
**Insurance Requirements**

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## A3-1 Insurance Requirements

### A3-1.1 General

Upon execution of the CDA and before commencing any work, the Developer and its principal or prime contractor and subcontractors (herein referred to as "contractors") shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverage's required herein, indicating the coverage, is to remain in force throughout the term of this contract. Without limiting any of the other obligations or liabilities of the contractors, during the term of the construction of Segment 3 Phase 1, the contractors at their own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to CCTRA. Certificates of each policy shall be delivered to CCTRA before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 120-days advance written notice, or 20 days advanced written notice for nonpayment of premium.

In addition to any coverage required by Texas Law, the contractors shall provide the coverages outlined in **Sections A3-1.1.1** through **A3-1.1.15**, at not less than the specified amounts:

#### A3-1.1.1 Workers' Compensation Insurance

The contractors will provide Workers' Compensation Insurance required by Texas Law at statutory limits, including employer's liability coverage at the following limits:

Bodily Injury by Accident – each Accident: \$1,000,000

Bodily Injury by Disease – each Employee: \$1,000,000

Bodily Injury by Disease – Policy Limit

In addition to these, the Developer must comply with all the requirements of the Texas Department of Insurance, Division of Workers' Compensation.

Defense costs are in addition to limits of liability. Policy is to include a Voluntary Compensation Endorsement and Amendment of Expected or Intended Injury Exclusion.

By signing the CDA contract or providing or causing to be provided a certificate of coverage, the contractors are representing to CCTRA that all employees of the contractors who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractors to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractors' failure to comply with any of these provisions is a breach of the CDA Contract by the contractors, which entitles CCTRA to declare the contract void if the contractors do not remedy the breach within ten (10) days after receipt of notice of breach from CCTRA.

#### A3-1.1.2 General Liability Insurance

The contractors will provide broad form commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, broad form endorsement, written on an occurrence form, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring contractors' liability for injury to or death of CCTRA's employees and third parties, extended to include personal injury liability coverage with damage to property, with minimum limits as set forth below:

General Aggregate*	\$15,000,000
Products — Components/Operations Aggregate	\$10,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

\*Applies per Location

Defense costs are in addition to limits of liability. Policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and explosion, collapse and underground (XCU) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with CCTRA.

#### A3-1.1.3 Automobile Liability

The contractors will provide comprehensive broad form endorsement auto liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards. Policy shall include coverage for Certain Railroad Operations (CA 20 70), Pollution Liability – Broadened Coverage for Covered Autos (CA 99 48), and Amendment of Expected or Indented Injury Exclusion.

#### A3-1.1.4 Owner's Protective Liability Insurance

Contractors shall obtain, pay for and maintain at all times during the prosecution of the work under this contract a CCTRA's protective liability insurance policy naming CCTRA as insured for property damage and bodily injury, which may arise in the prosecution of the work or contractors operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the contractors' liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Policy shall provide Coverage for Injury to Leased Worker, Construction Project Management Protective Liability and Personal Injury Liability.

#### A3-1.1.5 "Umbrella Liability Insurance"

Contractors shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring contractors for an amount of not less than \$20,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverage's required hereinabove. Subcontractors shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring contractors for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverage's required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. CCTRA shall be named as an additional insured. Policy shall provide coverage for underlying policies and contractual liability. Policy shall provide for first dollar defense coverage paid outside and in addition to policy limits and punitive and multiple damages to be included where allowed by law. Policy shall also include Dual Trigger Pollution Coverage.

#### A3-1.1.6 Railroad Protective Insurance

The contractors shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the ROW involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The CCTRA shall specify the amount of RPI necessary. Policy shall provide a Pollution Exclusion Amendment (CG 28 31).

### A3-1.1.7 Builder's Risk and Property

At all times during the period from the Operating Commencement Date until the last Service Commencement Date and during any other period in which other construction work is in progress during the Operating Period (including elements of initial construction not required to be constructed as part of achieving Substantial Completion, unless covered by property insurance pursuant to Section 2 of this Exhibit 17), Developer shall, or shall require the Design Build Contractor to procure and keep in force a policy of builder's risk insurance as specified below.

1. The policy shall provide coverage for "all risks" of direct physical loss or damage to the portions or elements of the Facility under construction, excluding terrorism but including the perils of earthquake, earth movement, flood, storm, tempest, windstorm, hurricane, and tornado and subsidence; shall contain extensions of coverage that are typical for a project of the nature of the Facility; and shall contain only those exclusions that are typical for a project of the nature of the Facility.
2. The policy shall cover (i) all property, roads, buildings, structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment that are part of or related to the portions or elements of the Facility under construction, and the works of improvement, including permanent and temporary works and materials, and including goods intended for incorporation into the works located at the Site, in storage including offsite storage or in the course of inland transit on land to the Site, and (ii) unless covered by property insurance pursuant to Section 1.18, all existing property and improvements that are within the construction work zone or are or will be affected by the Construction Work.
3. The policy shall provide coverage per occurrence up to the full replacement cost of the covered property loss plus allowance for professional fees, demolition and debris removal, without risk of co-insurance; provided, however, that the policy may include a sublimit for earth movement and flood of not less than \$5,000,000 per occurrence and \$10,000,000 aggregate. Builder's risk policy shall waive the rights of subrogation against CGL policy. The policy shall provide a permission to occupy clause and a "no co-insurance" clause.
4. Developer, CCTRA and the Design-Build Contractor shall be the named insureds on the policy as their respective interests appear. Developer also may, but is not obligated to, include other Contractors as named insured as their respective interests appear. The policy shall be written so that no act or omission of any insured shall vitiate coverage of the other named insureds. Developer may name itself or the Collateral Agent as loss payee under the policy.
5. The policy shall include coverage for (i) foundations, including pilings, but excluding normal settling, shrinkage, or expansion, (ii) physical damage resulting from machinery accidents but excluding normal and natural wear and tear, corrosion, erosion, inherent vice or latent defect in the machinery, (iii) plans, blueprints and specifications, (iv) physical damage resulting from faulty work or faulty materials, but excluding the cost of making good such faulty work or faulty materials, (v) physical damage resulting from design error or omission but excluding the cost of making good such design error or omission, (vi) demolition and debris removal coverage, (vii) the increased replacement cost due to any change in applicable codes or other Laws, (viii) expense to reduce loss, (ix) building ordinance compliance, with the building ordinance exclusion deleted, and (x) "soft cost expense" (including costs of Governmental Approvals, mitigation costs, attorneys' fees; and other fees and costs associated with such damage or loss or replacement thereof).
6. The policy shall provide a deductible or self-insured retention not exceeding \$1,000,000 per occurrence.

### A3-1.1.8 Property Insurance with Business Interruption

At all times during the Term, Developer shall procure and keep in force, or cause to be procured and kept in force, a policy of property insurance as specified below.

1. The policy shall provide coverage for "all risks" of direct physical loss or damage to the Facility, excluding terrorism but including the perils of earthquake, earth movement, flood, storm, tempest, windstorm, hurricane, tornado and subsidence, shall contain extensions of coverage that are typical for a project of the nature of the Facility; and shall contain only those exclusions that are typical for a project of the nature of the Facility.
2. The policy shall cover all property, roads, buildings, structures, fixtures, materials, supplies, foundations, pilings, machinery, office space, items in storage and equipment that are part of or related to the Facility.
3. The policy shall provide coverage per occurrence sufficient to reinstate the insured property and for a sum not less than the probable maximum loss, plus an allowance for professional fees, demolition and debris removal, without risk of co-insurance. Developer and its insurance consultant shall perform the maximum probable loss analysis using industry standard underwriting practices. The probable maximum loss analysis and recommended policy limit based thereon, as well as any exclusions, shall be subject to the review and comment by CCTRA to verify reasonableness under industry standard underwriting practices, prior to issuance of the policy or renewal of any policy. Developer and its insurance consultant shall review annually the probable maximum loss values for the covered property and shall adjust the coverage limit accordingly for the period during which the property Insurance Policy is required hereunder.
4. Developer and CCTRA shall be the named insureds on the policy. Developer also may, but is not obligated to, include contractors as named insured as their respective interests appear. The policy shall be written so that no acts or omissions of a named insured shall vitiate coverage of the other named insureds. Developer may name itself or the Collateral Agent as loss payee under the policy. CCTRA shall be named as additional loss payee as its interest may appear; provided that during all portions of the last five years of the Term that there are no outstanding Security Documents, CCTRA shall be named as the loss payee
5. To the extent available, the policy shall include coverage for (i) foundations, including pilings, but excluding normal settling, shrinkage, or expansion, (ii) physical damage resulting from machinery accidents but excluding normal and natural wear and tear, corrosion, erosion, inherent vice or latent defect in the machinery, (iii) plans, blueprints and specifications, (iv) physical damage resulting from faulty work or faulty materials, but excluding the cost of making good such faulty work or faulty materials, (v) physical damage resulting from design error or omission but excluding the cost of making good such design error or omission, (vi) physical damage resulting from mechanical breakdown or electrical apparatus breakdown, (vii) demolition and debris removal coverage, (viii) the increased replacement cost due to any change in applicable codes or other Laws, (ix) expense to reduce loss, (x) building ordinance compliance, with the building ordinance exclusion deleted, and (xi) "soft cost expense" (including costs of Governmental Approvals, mitigation costs, attorneys' fees, and other fees and costs associated with such damage or loss or replacement thereof).
6. The policy shall provide a deductible or self-insured retention not exceeding \$1,000,000 per occurrence.

#### A3-1.1.9 Business Interruption:

At all times during the Term commencing on the first Service Commencement Date, Developer shall procure and keep in effect or cause to be procured and kept in effect, business interruption insurance coverage that satisfies the following requirements.

1. Policy shall provide coverage per occurrence sufficient to reinstate the insured property and for a sum not less than the probable maximum loss, plus allowance for professional fees, demolition, debris removal, without risk of co-insurance.
2. Such Insurance Policy shall insure against interruption or loss of Toll Revenues resulting from physical loss or damage to any portion of the Facility caused by occurrence of any risk which is required to be insured under the all risk property insurance specified in Section 1.1.8 above.
3. The policy shall cover interruption or loss of Toll Revenues for up to one full year from the date of interruption. The amount of coverage shall be adjusted annually to reflect the projected Toll Revenues for the next 12-month period.
4. CCTRA and Developer shall be named insured on the policy providing business interruption insurance coverage. The policy shall be written so that no acts or omissions of a named insured shall vitiate coverage of the other named insureds.
5. The policy shall be in form and substance as is then standard in the State for policies of like coverage.

#### A3-1.1.10 Employer's Liability

At all times during the Term, Developer shall procure and keep in force, or cause to be procured and kept in force, employer's liability insurance as specified below.

1. The policy shall insure against liability for death, bodily injury, illness or disease for all employees of Developer working on or about any Site or otherwise engaged in the Work.
2. Developer shall be the named insured.
3. The policy shall have a limit of not less than \$10,000,000 per accident and in the aggregate per policy period.
4. Such policy need not be Facility-specific.

#### A3-1.1.11 Contractor's Insurance

1. At all times during the Term, Developer shall cause each contractor that performs Work on the Site to provide commercial general liability insurance that complies with Section 16.1 of the Agreement, with commercially reasonable limits and deductibles or self-insured retentions, in circumstances where the contractor is not covered by Developer-provided liability insurance. Developer shall cause each such contractor that provides such insurance to include each of the Indemnified Parties as additional insureds under such contractor's liability Insurance Policies. Such insurance need not be Facility-specific, CCTRA shall have the right to contact the contractors directly in order to verify the above coverage.
2. At all times during the Term, Developer shall cause each prime contractor that has vehicles on the Site or uses vehicles in connection with the Work to procure and keep in force, comprehensive, business, or commercial automobile liability insurance meeting the requirements as specified below.
  - a. Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance or use of all owned, non-owned and hired vehicles connected with performance of the Work. The policy shall contain extensions of coverage

that are typical for a project of the nature of the Facility, and shall contain only those exclusions that are typical for a project of the nature of the Facility.

- b. Each such Key Contractor shall be the named insured under its respective automobile liability policy.
  - c. Each policy shall have a combined single limit per policy period of not less than \$1,000,000.
  - d. Each policy shall include each of the Indemnified Parties as additional insureds.
3. At all times during the Term, Developer shall cause each contractor that has vehicles on the Site or uses vehicles in connection with the Work (other than prime contractors subject to subsection (2) above) to maintain an automobile liability policy which provides at least the minimum coverage for its employees and automobiles that is required by Law. Developer shall use diligent efforts to cause each such contractor to include in the policy each of the Indemnified Parties as additional insureds.

#### A3-1.1.12 Policy Endorsements and Special Condition

Each insurance policy to be furnished by the contractors shall include the following conditions by endorsement to the policy:

1. Each policy shall name CCTRA and its consultants as an additional insured as to all applicable coverages.
2. Each policy shall require that 120 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to CCTRA by certified mail.
3. The term "CCTRA" shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of CCTRA or Collin County and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of CCTRA.
4. The policy phrase "other insurance" shall not apply to CCTRA where CCTRA is an additional insured on the policy.
5. All provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
6. Each policy shall contain a waiver of subrogation in favor of CCTRA, and its, past, present and future, officials, employees, and volunteers.
7. Each certificate of insurance shall reference the project and contract number, contain all the endorsement required herein, and require a notice to CCTRA of cancellation.

#### A3-1.1.13 Contractors Professional and Pollution Liability (CPP)

Developer/prime contractors shall provide a Professional Liability Policy with a minimum \$10,000,000 policy limit and an Environmental Policy with a minimum \$5,000,000 policy limit. If contractor uses an architect/engineer that is not an in-house employee then that architect/engineer shall provide the same policy and limits.

#### A3-1.1.14 Insurance furnished by the Contractors

Insurance furnished by the contractors shall be in accordance with the following requirements:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the contractors. CCTRA'S decision thereon shall be final.

2. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas with a financial rating of A-VII or better as assigned by BEST Rating Company or equivalent.
3. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

A3-1.1.15 Contractors agree to the following:

1. Contractors hereby waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CCTRA, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
2. Companies issuing the insurance policies and contractors shall have no recourse against the CCTRA for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the contractors.
3. Approval, disapproval or failure to act by CCTRA regarding any insurance supplied by the contractors shall not relieve the contractors of full responsibility or liability for damages and accidents as set forth in the contract documents and/or CDA. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the contractors from liability.
4. No special payments shall be made for any insurance that the contractors are required to carry. Any such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered.