

# DESCRIPTION OF PROJECT

The Texas Department of Transportation (**TxDOT**), an agency of the State of Texas, is issuing this **REQUEST FOR PROPOSAL (RFP)** in accordance with Texas Transportation Code, Section §201.1055. TxDOT is requesting proposals to design and construct, including site development, of buildings or other facility-support structures required to support department operations located on real property owned by or acquired by the department. The proposal will include the following work:

- Construct a new area engineer and maintenance facility on unimproved state property at Peters Road and SH 183, Irving, Dallas County.
- Construct a new area engineer and maintenance facility on unimproved state property at 3200 FM2728, Kaufman, Kaufman County.
- Construct a new area engineer office with laboratory on improved state property at 2205 SH5, McKinney, Collin County. This site is to remain fully operational during construction.

The above-described work shall be referred to hereinafter as **PROJECT (PROJECT)**

The **PROJECT** is to be funded by exchanging a property at 12000 Greenville Avenue, Dallas, Dallas County, including 12.865 acres, **with a market value of \$10,225,867. (Reference Property Information for additional information).**

If the **PROJECT** costs are less than the value of the **TxDOT PROPERTY**, the **PRIVATE ENTITY** will be required to pay the difference, in cash, upon exchange of the **TxDOT PROPERTY** which will occur upon satisfactory completion and acceptance by **TxDOT** of the proposed improvements. If the **PROJECT** costs are more than the value of the **TxDOT PROPERTY**, the **PRIVATE ENTITY** may provide different options for consideration as part of its proposal; any different options submitted must include the proposed exchange value and either the proposed modified scope of work and/or details the amount of funding necessary to complete the **PROJECT**. If the **PROJECT** costs are more than the value of the **TxDOT PROPERTY**, the **PRIVATE ENTITY** has the option to donate the difference. These options will be considered as part of the proposed **PROJECT** review.

Any different options the **PRIVATE ENTITY** submits for consideration as part of their proposal, but it must include the proposed exchange value and either provides proposed modified scope of work and/or detail the amount of funding necessary to complete the **PROJECT**.

Multiple proposals from individual proposers will be accepted, but each proposal must be submitted separately. Any and all proposals submitted may not be altered in any manner; any alterations will cause the proposal to be rejected.

**TxDOT** reserves the sole right to terminate this process, to not award the RFP, and to cancel or modify this solicitation process at any time. In no event will the State of Texas, **TxDOT** or any of their respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of this RFP, or any ated costs. The prospective **PRIVATE ENTITY** shall bear all costs incurred in the preparation and presentation of their submittals. The RFP submittals will become the property of **TxDOT**.

## A. GENERAL INFORMATION:

The RFP submittal must include the (1) Letter of Interest and Addendum Acknowledgement, (2) a **PROJECT** Development Plan, (3), a Statement of Qualifications from the **PRIVATE ENTITY**, (4) a Preliminary **PROJECT** Cost Estimate, (5) A Statement of Financial Qualifications, and the (6) State of Texas HUB Subcontracting Plan Commitment. TxDOT is

particularly interested in those which reflect timely, functional and cost effective development plans to accomplish the construction of the structures.

Negotiations on a Development Exchange Agreement (**DEA**) will begin with the first ranked proposer among the top three proposals. The **DEA** is the agreement between **TxDOT** and the **PRIVATE ENTITY** for construction of the **PROJECT**. In the event a mutually agreeable **DEA** cannot be reached, negotiations will be successively initiated with the second ranked and then third ranked proposer, if necessary.

In the event there are less than three proposals, **TxDOT** reserves the right to initiate negotiations with the first ranked. If a mutually agreeable **DEA** cannot be accomplished with the first ranked proposer, it will continue to the next proposal. **TxDOT** reserves the right to negotiate a **DEA** in the event there is only one proposal and **TxDOT** finds it meritorious.

The successful proposal will be the one that provides the best value based on desired Project work, best quality and quantity, the shortest completion time, as well as exceptional qualifications, key personnel, and cost. A recommendation will be made to the **TxDOT** Commission for award of a **DEA** to the successful proposer.

## **B. DEVELOPMENT REQUIREMENTS**

The **PRIVATE ENTITY** will be responsible for certain improvements on the TxDOT sites consisting of the new buildings and site improvements outlined in the Attachments. The attachments include the drawings and specifications prepared by TxDOT that establish in detail the quality and scope of work for the **PROJECT**. The site work consists of sidewalks, driveways, parking areas, landscaping and related improvements as described in the Attachments, and any change orders thereto. In general, the improvements include, but are not limited to, site clearing, grading, surface parking, new buildings, landscaping and associated infrastructure. All materials and improvements constructed are to be inspected and approved by **TxDOT**. Permits shall be obtained for utility connections at the property lines and inspected by local inspection authorities. The **PRIVATE ENTITY** shall be responsible for obtaining and paying all utility permits and fees required by local jurisdictions. Building permits are not required, and inspections shall not be conducted by local authorities, on state property.

The **PRIVATE ENTITY** will be responsible for site improvements, construction administration and management including all aspects of the Project's development and quality assurance for construction, to ensure the success of the entire **PROJECT** through final completion (**Closeout and Warranties**); **TxDOT** reserves the right to have staff or a third-party consultant provide on-site construction administration services for quality assurance.

The **PROJECT** must comply with the latest editions of the following building codes and regulations: local building codes, ADA (TAS), IBC, UMC, UPC, NEC, NFPA, EPA, TCEQ, TDSHS, and State Energy Code. All requirements pertaining to the preparation and approval of any environmental documents, permits, water quality, and public involvement issues must be in accordance with state and federal regulations, policies and procedures. Any work required outside of state property must comply with local jurisdictions.

The **PROJECT** shall be design-enhanced and constructed in accordance with U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) guidelines to achieve a comparable "CERTIFIED" rating of a minimum of 40 LEED credits. The registration, documentation, and receipt of LEED Certification from USGBC are not required. However, a matrix defining the designed and installed materials, components, and systems to achieve this certification is required at the end of the Design Development Phase and at the Final Completion of construction. Provide a letter, signed by the Project LEED AP, certifying that the project achieves minimum LEED credits.

**C. SCOPE OF WORK:** The **PROJECT** includes the construction of new buildings based on the project documents provided by TxDOT in the Plans, Specifications and Estimates section. The **PROJECT** will include the following work:

1. Design adaptation and construction of Dallas Northwest Area Engineer and Maintenance facility, at a new site in Irving, Dallas County.
2. Design adaptation and construction of Kaufman Area Engineer and Maintenance Facility, at a new site in Kaufman, Kaufman County.
3. Design adaptation and construction of an area engineer office and laboratory at the McKinney Area Engineer and Maintenance facility. Project scope shall include asbestos abatement and demolition of the existing engineering office and laboratory buildings. Site restoration, paving, and landscaping. The remaining campus shall remain operational during all construction phases.

**DETAILED DESCRIPTION OF THE SCOPE OF WORK FOR EACH PROPERTY IS PROVIDED IN THE TxDOT PROJECT DOCUMENTS LOCATED IN THE “PLANS AND SPECIFICATIONS SECTION.**

The **PROJECT** shall comply with the *Facility Design Standards and Production Guidelines*, found in the “Plans and Specifications” section. If any of the facility design standards are in conflict with attaining LEED Certification, the standard(s) may be waived. LEED “Certified” must be achieved, as stated in the “Instructions and Proposal Requirements”.

The **PRIVATE ENTITY** shall engage qualified firms to provide the necessary professional services required to complete the design and construct the described **PROJECT** facilities. TxDOT encouraged any enhancements to the “prototype” design that will upgrade the facility to be more conservation-oriented in the use of natural resources and energy, including water-conservation measures, passive and active energy-conservation measures, the use of recycled materials, and the use of recyclable materials. The facilities constructed should serve to support and provide the agency a comfortable, safe, durable, cost-effective, energy-efficient, environmentally-sensitive, and aesthetically-appealing workplace. The construction documents must be sealed by architect and engineer and authorized to practice in the State of Texas.

TxDOT will provide free of charge, five (5) complete sets of construction documents, after contract award. All drawings and specifications and copies are and shall remain **TxDOT PROPERTY**.

**D. FINANCIAL PLAN AND QUALIFICATIONS:** The **PRIVATE ENTITY** that can demonstrate the qualifications to deliver the **PROJECT** as described herein and provides the best value and product for the State of Texas will be awarded a contract in the form of a **DEA**. The selected **PRIVATE ENTITY** will enter into a **DEA** with **TxDOT**, an agency of the State of Texas. The **PROJECT** must be free and clear of any and all liens and debts.

**MILESTONE DATES:** The following dates are provided to assist the **PRIVATE ENTITY** in scheduling and planning.

- |  |                          |
|--|--------------------------|
| • <b>Issue RFP</b>                                     | November 29, 2011        |
| • Pre-Proposal Meeting                                 | January 5, 2012          |
| • <b>RFP SUBMITTAL DATE</b>                            | <b>February 21, 2012</b> |
| • <b>Interviews</b> with top ranked firms              | Feb.29 - March 2, 2012   |
| • <b>Negotiate</b> final DEA agreement                 | March 5 – 23, 2012       |
| • <b>TxDOT Commission (Award of Contract Approved)</b> | <b>April 26, 2012</b>    |

- ENTITY provides **bonds and insurance** May 18, 2012
- **Execute DEA\*** May 18, 2012 \*\*
- Notice to Proceed June 1, 2012
- Substantial Completion 18 months/545 Calendar Days
- Transfer Property (30 Calendar Days) From Substantial Completion

**\*DEA will not be signed until Bond and Insurance are approved.**

**E. DEVELOPMENT AND EXCHANGE AGREEMENT (DEA) AND CLOSING:** When **TxDOT** informs the successful **PRIVATE ENTITY** of approval by the Transportation Commission, the **ENTITY** will be expected to deliver the required performance and payment bonds from a qualified surety, with stated coverage of insurance, receive **TxDOT** approval, and execute the Agreement within 15 calendar days. In addition, the **PRIVATE ENTITY** is required to provide and maintain, until the Work covered in the **DEA** is completed and accepted by **TxDOT**, the minimum insurance coverage and amounts for (a) worker's compensation, (b) commercial general liability, (c) business automobile and (d) builder's risk insurance, as detailed and required in the **DEA**. Insurance and Bond forms will be provided by **TxDOT**. The **PRIVATE ENTITY** that is awarded the contract will be allowed to access the exchange property site prior to completion of construction of the **PROJECT** or transfer of title of the exchange property. The access will be allowed only upon written approval from the Dallas District Engineer, and will be for non-destructive investigation purposes only.

The developer/contractor will be liable for any respective property damages and injuries to third parties, the public, and **TxDOT's** property and employees, and will indemnify and hold harmless **TxDOT** and its employees from any third party claims caused by the developer/contractor during the demolition/clearing of the subject improvements.

The **DEA** and all related closing documents will be held in escrow at a title company approved by the department, until all proposed **PROJECT** buildings and site improvements are approved and accepted by **TxDOT**. Final closing will occur upon completion and acceptance of all proposed improvements and closeout documents.

**F. TXDOT RESERVATION OF RIGHTS:** In connection with the RFP and **PROJECT**, **TxDOT** reserves all rights (which rights may be exercised by **TxDOT** in its sole discretion) available to it under the Transportation Code and other applicable law, including without limitation, and with or without cause and with or without notice, the right to:

1. **TxDOT** reserves the right to withdraw and/or cancel this RFP in whole or in part at any time without compensation to any proposer prior to approval of an award by the Commission or execution of a contract by **TxDOT**, without incurring any cost obligations or liabilities or extend the RFP submittal Due Date.
2. Issue addenda, supplements, and modifications to this RFP.
3. Revise and modify, at any time before the RFP Due Date, the factors and/or weights of factors **TxDOT** will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Investigate the qualifications of any **PRIVATE ENTITY** under consideration and require confirmation of information furnished by a **PRIVATE ENTITY**.
5. Require additional information from a **PRIVATE ENTITY** concerning contents of its RFP submittal and/or require additional evidence of qualifications.
6. Waive or permit corrections to data submitted with any response to this RFP until such time as **TxDOT** declares in writing that a particular stage or phase of its review of the responses has been completed or closed.
7. Reject any and all submittals, responses and RFP submittals received at any time.
8. Terminate evaluations of responses received at any time.

9. Appoint evaluation committees to review RFP submittals or responses, make recommendations and to seek the assistance of outside technical experts and consultants in RFP submittal evaluation.
10. Hold interviews and conduct discussions and correspondence with one or more of the **PRIVATE ENTITY**'s responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
11. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
12. Disclose information contained in an RFP submittal to the public as described herein, or referenced in this RFP.
13. Authorize **PRIVATE ENTITY** to substitute firms and/or key personnel until such time as **TxDOT** declares in writing that a particular stage or phase of its review has been completed and closed.
14. Waive minor deficiencies in an RFP submittal, accept and review a non-conforming RFP submittal or seek clarifications or supplements to an RFP submittal.
15. Disqualify any **PRIVATE ENTITY** which changes its RFP submittal without **TxDOT** authorization.
16. Exercise any other right reserved or afforded to **TxDOT** under this RFP.
17. **TxDOT** reserves the right to modify the process in its sole discretion to address applicable law and/or the best interest of **TxDOT** and the State of Texas.
18. **TxDOT** shall not, under any circumstances, be bound by or liable for any obligations with respect to the **PROJECT** until such time (if at all) a **DEA** has been awarded and all approvals obtained in form and substance satisfactory to **TxDOT** have been executed and authorized by **TxDOT**.

**G. CHILD SUPPORT STATEMENT:** Under Section 231.006, Texas Family Code, the ENTITY certifies that the individual or business entity named in this proposal is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**H. POINT OF CONTACT AND SUBMITTAL DEADLINES:**

**TxDOT** designates the following person, as its representative and Point-of-Contact for this RFP. All parties interested in this **PROJECT** shall restrict contact with other **TxDOT** staff and direct all questions regarding this RFP to:

TxDOT Dallas District Headquarters  
4777 East U.S. Highway 80, Mesquite, Texas 75150  
Mr. Tommy Johns, (214) 320-6635  
[tommy.johns@txdot.gov](mailto:tommy.johns@txdot.gov)

Sealed RFP submittals entitled "**TxDOT PROPERTY EXCHANGE DALLAS DISTRICT FACILITIES**" must be received and time stamped by **2:30 PM Local Time, Tuesday, February 21, 2012** Sealed RFP submittals will only be received at the following location:

**TEXAS DEPARTMENT OF TRANSPORTATION  
DALLAS DISTRICT HEADQUARTERS  
4777 East U.S. Highway 80, Mesquite, Texas 75150  
FRONT DESK (214) 320-6100  
ATTN: Tommy Johns**

It is the sole responsibility of the **PRIVATE ENTITY** to ensure that a sealed RFP submittal for each proposal arrives at the above location, by the specified deadline regardless of the method chosen by the **PRIVATE ENTITY** for delivery. A faxed or electronically transmitted RFP submittal will **NOT** be accepted.

