



Request for Qualifications 25-05

**A Mixed-Use Office Building and
Transit-Oriented Development at
Old Town Station**

655 E. Main Street, Lewisville, TX 75057

Request for Qualifications

Executive Summary:

Denton County Transportation Authority (DCTA) is seeking statements of qualifications (SOQ) from development teams (Respondents) interested in delivering a high-quality, mixed-use and transit-oriented development district (TOD) anchored by a new Intermodal Transportation Center (ITC) and DCTA administrative office facility at the Old Town commuter rail station located between Railroad St, E. College Street and Main Street in downtown Lewisville, TX.

DCTA acquired property totaling 14.1 acres on two parcels shown on Exhibit 1. It operates A-train transit activities in the station area on the Dallas Area Rapid Transit (DART) property shown in green. With this critical mass of land and transit improvements now in place, DCTA desires to develop a new mixed-use office building that will contain its administrative office space and additional lease space within an active TOD setting. This Request for Qualifications (RFQ) is being advertised to select a Respondent best suited to this assignment. The roles of the respondent would be twofold. (1) To manage the development of the ITC and related infrastructure **on a fee basis**, and (2) to have **first right of refusal** to negotiate and enter into an agreement with DCTA to purchase the remaining land at fair market value or enter into a ground lease for complimentary privately-owned buildings within a TOD format that accomplishes DCTA's stated Vision.

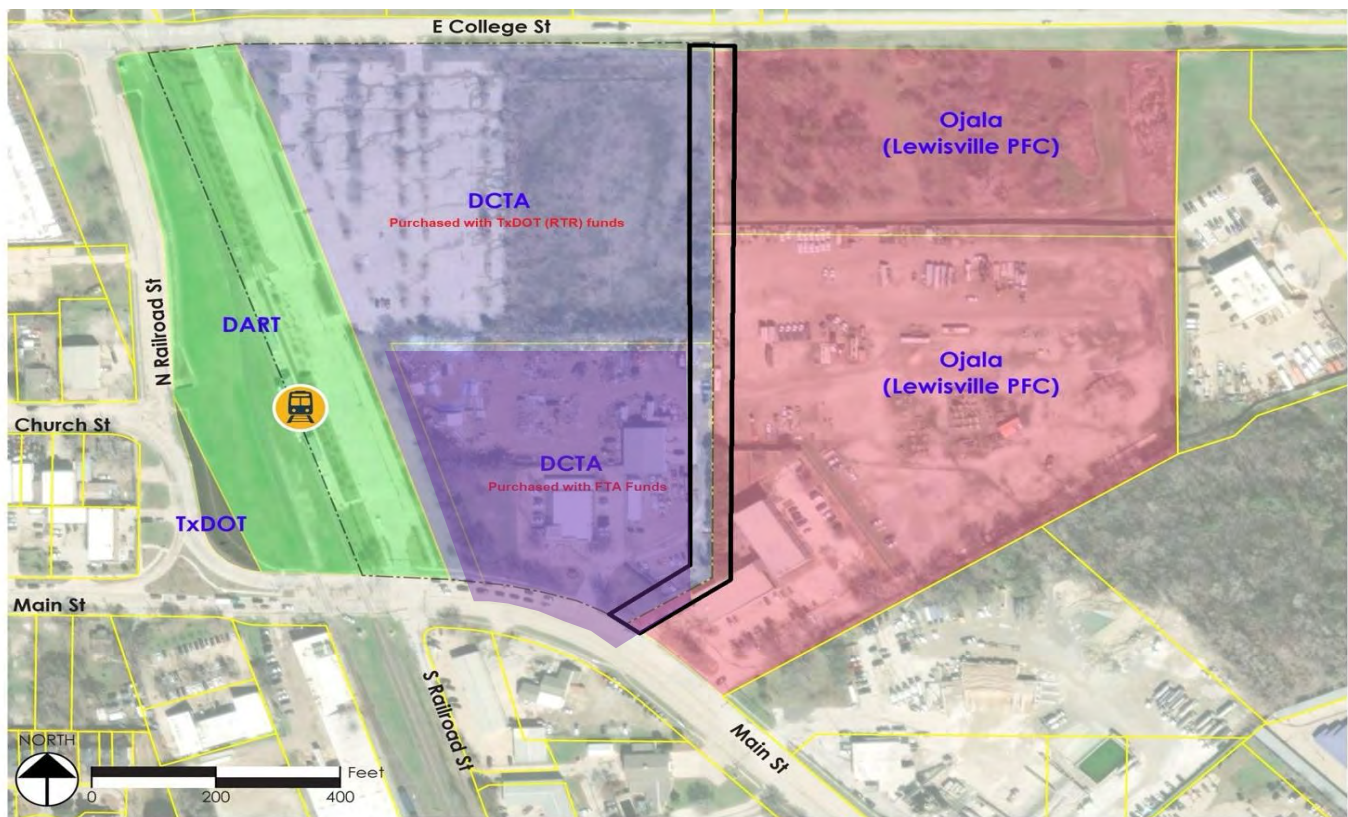


Exhibit 1: Old Town Station Area Site



Introduction

This Request for Qualifications (RFQ) has been prepared in the four parts to provide Respondents with the information needed to properly submit competitive Statements of Qualifications (SOQ) in response to this RFQ for DCTA's consideration.

Part One: VISION AND GOALS

- This section provides a summary of DCTA's goals for the TOD and the multi-use ITC that the Respondent is to consider in its SOQ

Part Two: SOQ REQUIREMENTS

- This section lists the required items for the SOQ submission that DCTA will evaluate to select a Respondent to advance into detailed discussions

Part Three: RFQ PROCEDURAL INFORMATION

- This section provides an overview of the procurement process, anticipated timing and other relevant information associated with the selection process

Appendices

- This section provides general procurement requirements, market context for the City of Lewisville in and around the Old Town Station and the evaluation matrix for selecting the Respondent short list, letters of support from partner agencies, and additional site-related property information

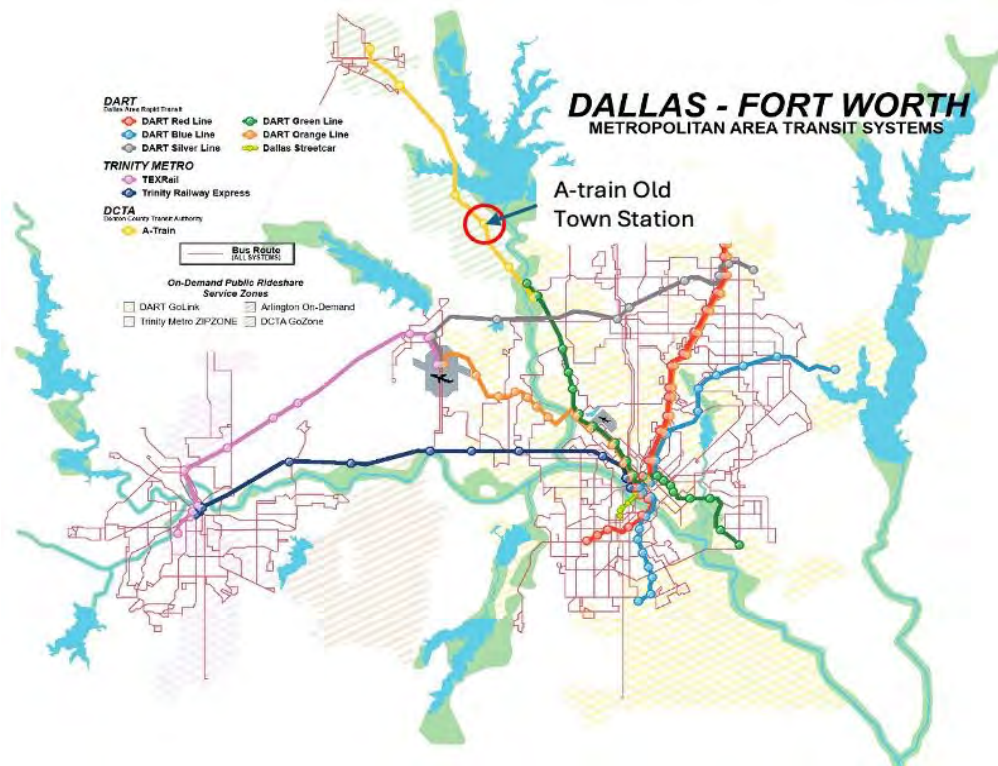
Through this process, DCTA intends to select a Respondent comprised of team members equipped to achieve the Vision described in Part One of this document through a submission that follows the format and requirements in Part Two of this document, and pursuant to the schedule and requirements in Part Three and Appendix A. DCTA will evaluate the responses based on the Respondent's understanding of the Evaluation Matrix shown in Part Three and the market context identified in the Appendices.

PART ONE – VISION AND GOALS

1. BACKGROUND AND CONTEXT

DCTA's A-train commuter rail service provides Denton County, Texas with five passenger stations between its three member Cities of Denton, Highland Village and Lewisville, and a connection to the regional rail system in Carrollton operated by DART and Trinity Metro. The A-train transports approximately 1,000 people per day. This volume is anticipated to continue growing due to the A-train's connectivity to new regional passenger rail service to DFW International Airport and DCTA's active strategy to encourage new development around its stations.

As part of this strategy, DCTA's acquisition of the property around the Old Town Lewisville rail station builds upon prior focus at other stations such as Downtown Denton to generate such new rider-generating uses in walkable proximity to the platform. By locating the Intermodal Transit Center and its administration offices within new transit improvements that better facilitate connection to the rail system from bus, ride share, bicycle and pedestrian activity, DCTA is placing a new activity anchor around which private investment is anticipated. The Authority believes this to be a decisive step forward as it will reach critical mass in combination with the significant other redevelopment in the area that has already taken place all to create a regional destination at the center of the A-train line.



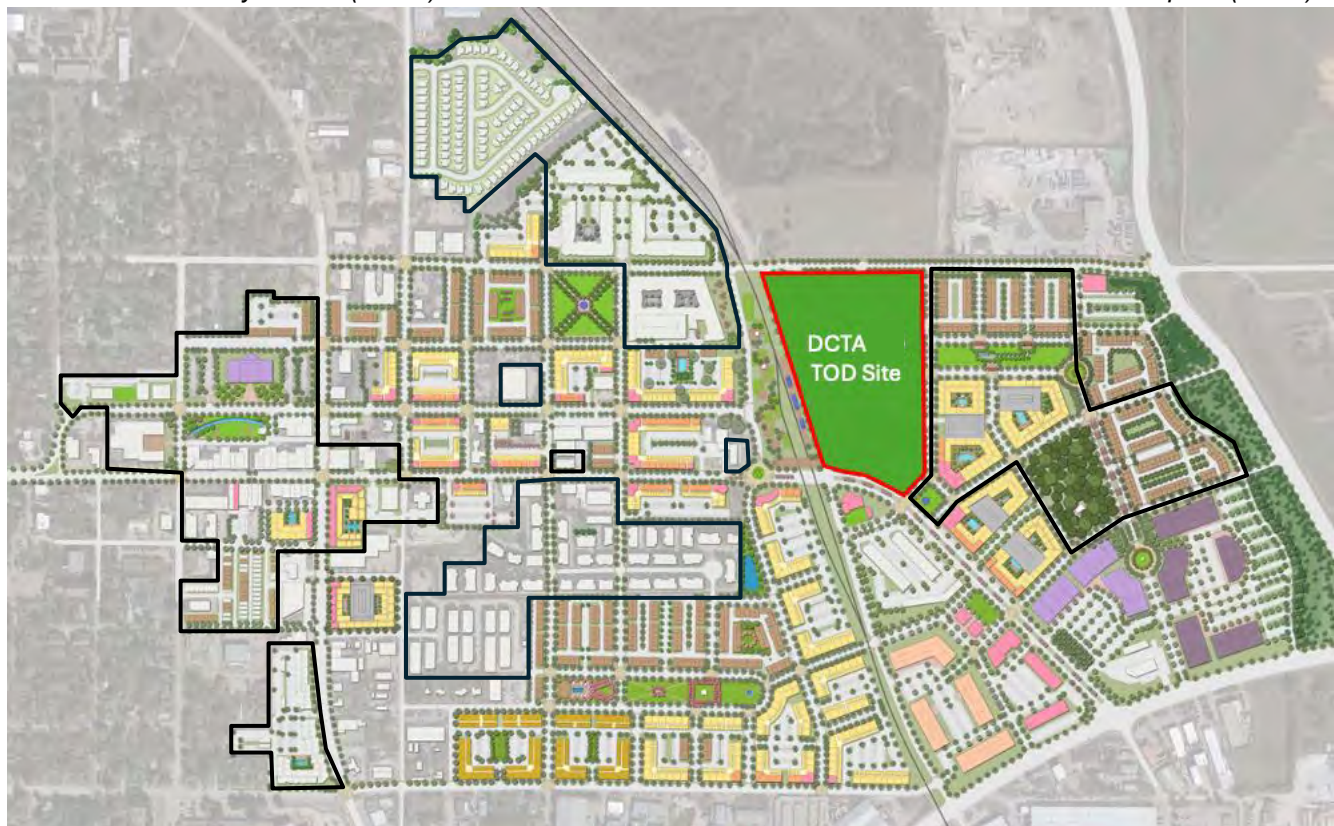
*Exhibit 2: DFW Regional Passenger Rail Network
Credit: R/DART subreddit*

This TOD development is positioned to become the eastern anchor of downtown Lewisville when combined with the Ojala housing development already under construction as shown on Exhibit 3. It will build upon the efforts made by the City to reinvigorate its downtown that has included both public and private reinvestment to implement its Downtown Plan (Exhibit 4). As summarized in Appendix D, this includes a new City Hall, the Grand Theater, significant open spaces and streetscapes, and a host of significant private development all as outlined on Exhibit 4. The City used economic incentive tools and favorable zoning to accomplish this effort, and these same tools should be explored for private TOD development.



Exhibit 3: Area Dynamics (above)

Exhibit 4: Downtown Masterplan (below)



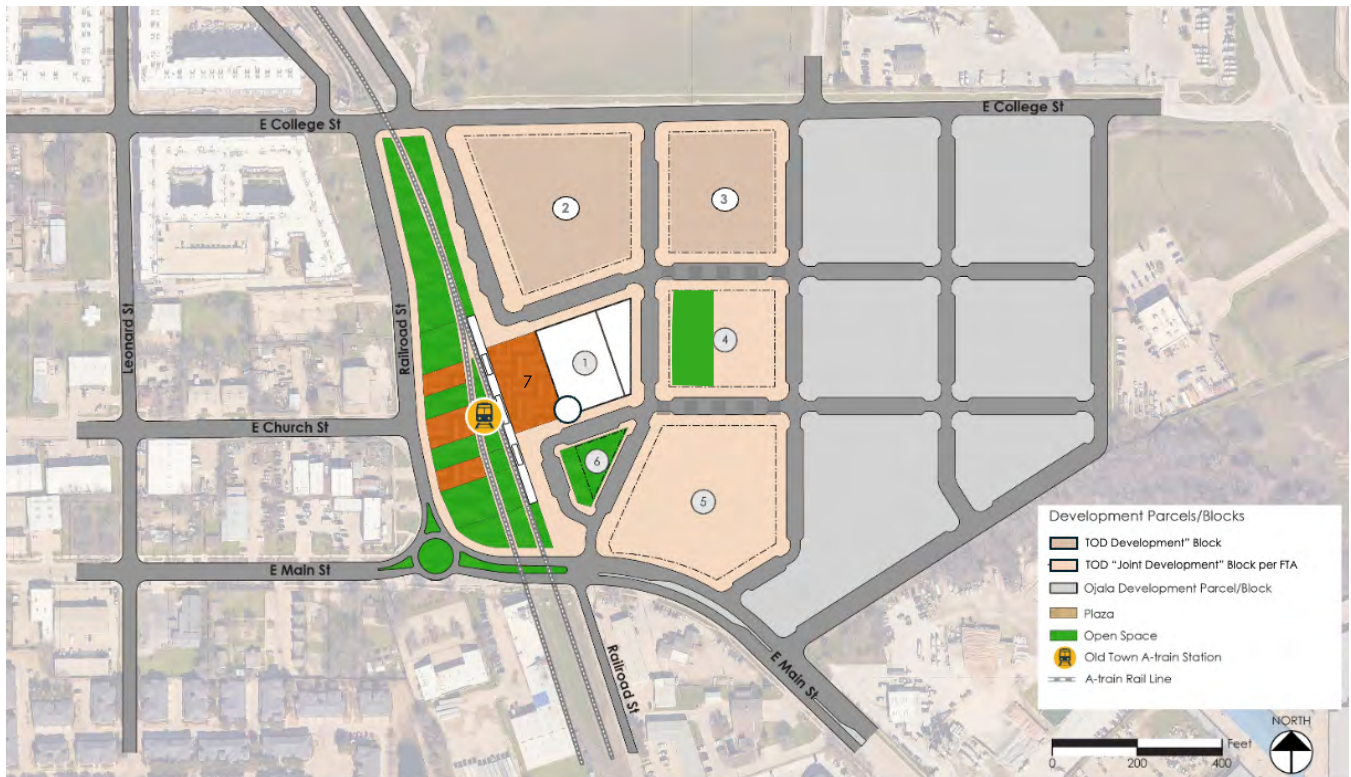


Exhibit 5: Master Development Plan

2. DEVELOPMENT VISION

2.1 – The ITC and Related Improvements

The ITC will be a multi-purposed building intended to anchor the TOD district by providing activity throughout the day and evening. The building will house transit and retail uses within a ground-level waiting hall, DCTA's administration offices and upper-level office shell lease space leased to third-party groups and available as an option for future Authority use. The ITC will be delivered with related infrastructural improvements including bus circulation and saw-tooth platform bays, bicycle storage, share-ride facilities and other improvements following Federal Transit Administration (FTA) grant requirements. Streets and utilities will be part of this scope as well. This vision is displayed in Exhibit 5, with the ITC being located on Block 1, connected to the rail platform through special improvements on Block 7, adjacent to a "kiss-and-ride" facility on Block 6, and served by adjacent streets, utilities and TOD development on blocks that line up with the adjacent community. The following program summaries list the various components of the ITC as presently contemplated. These are offered for the Respondents to have a better understanding of the DCTA Vision, and it is anticipated that each will be further refined in the project design period.



Mixed-Use Transit Building Precedent
Portland Union Station
Credit: Amtrak



Mixed-Use Transit Building Precedent
Grapevine Main Station
Credit: City of Grapevine

(1) The ITC – A three-level mixed-use building on DCTA-owned property that is currently estimated to be 45,000 sf, and should be located as close as possible to the rail platform while remaining on DCTA property. It should have an iconic rail-themed presence within the TOD when viewed from all sides, with particular emphasis on views from Church Street, the rail platform and Main Street. Its design should fit into the architectural context of Old Town Lewisville and provide a strong street edge facing the central green space shown on the west side of block 4 on Exhibit 6. Ground level will include DCTA public meeting facilities, a transit waiting hall with retail, eatery and patron services, and building service functions. Second level will include fully fit-out DCTA administrative offices in a secured setting. Third level will include shell office lease space utilizing shared vertical access. The building will be designed to promote an active ground-level experience for the public while providing for self-controlled and separate operations of each level above. Strong views will be created between the transit platform and central green through a combination of glass (or other high-quality materials) and the interior design of the transit hall in a manner that complement the exterior building identity. The ITC may be served by the existing surface parking lot located on Block 2 as part of the initial development and is envisioned to be converted to a shared parking garage as part of the larger development of DCTA property. Other uses may be proposed beyond those identified above based on Respondent input.

(2) Transit Canopy and Plaza – A covered plaza (shown as block 8 on Exhibit 6) that houses the passenger rail platform under an outdoor canopy designed to complement the adjacent ITC. This structure and related ground improvements will sit entirely within the limits of DART property. The plaza will contain concession/retail pavilions, graphic elements, seating and landscape areas, with a design that provides a strong connection to the ITC's ground level transit waiting hall. It will also be designed to accommodate future pedestrian connections from Church Street through the anticipated Railroad Park (not included in this scope) shown west of the rail.

(3) Kiss and Ride Parklet – A pocket park (block 7 on Exhibit 6) providing facilities for rideshare staging, passenger drop-off/pick-up, on-street parking, community shade and seating facilities, as well as district artwork. The space will create a signature statement for the station area itself when entered from Main Street and planned accordingly for engaging landscaping and lighting effects.



Transit Waiting Hall Precedent
Grapevine Main. Credit: Architexas



Transit Canopy and Plaza Precedent Lille
Flandres Station. Credit: Seat61



Kiss & Ride Parklet Precedent
Montrose Street Pocket Park Belgrave Train
Credit: Victoria Infrastructure Delivery Authority



Building positioned for strong views from Main and College Street pedestrian views. The Transit Hall engages corner and full face of platform.

2.2 -- Development Responsibilities for the ITC

DCTA – Provide programming and design input to Respondent, lead coordination with the FTA and the City of Lewisville, arrange and disburse all necessary funding for the development and construction of the ITC program elements through fit-out completion, and provide Owner input to Respondent through the process.

Respondent – Deliver the ITC program elements (those items listed below along with the minimum streets and infrastructure necessary to serve the building and transit functions). This will be accomplished through a build-to-suit development and construction process that meets all codes, DCTA, FTA, and City of Lewisville requirements, and within the limits of agreed upon process, timeframe and budget. This effort will be compensated on a development fee basis only with no ownership interest by the Respondent.

2.3 –The Surrounding TOD Development

DCTA and the City envision the remainder of the 14-acre property around the ITC to become a regional destination through the infill of a mix of development uses that drive transit ridership to this station area while activating its streetscapes from the daytime through the evening. As conceptually shown on Exhibit 6, these buildings are intended to work together with high quality street and open space designs to form a memorable urban place having ground-level activity and quality architecture that blends well within the overall context of downtown Lewisville. And while the building shapes on the Exhibit are illustrative in nature only, the street layout is anticipated as shown.

The building uses surrounding the ITC as shown on Exhibit 6 and further detailed in section III present a base option to display the level of intensity and activity desired for the TOD. Final uses proposed by the Respondent should reflect the intention to build an active regional destination defined by quality buildings and experiences. In the SOQ, the Respondents should provide their ideas as to what a viable mix of market-based uses and programming ideas would be for simultaneous implementation with the ITC if they vary from what is shown in Exhibit 6.



Central Gathering Space
Credit: UOL Group



Urban Streetscapes
Credit: HART



Activity from Daytime to Evening
Credit: CNU



Creative Outdoor Dining
Credit: Prima Boston



Special Destination Programming
Credit: ARIN

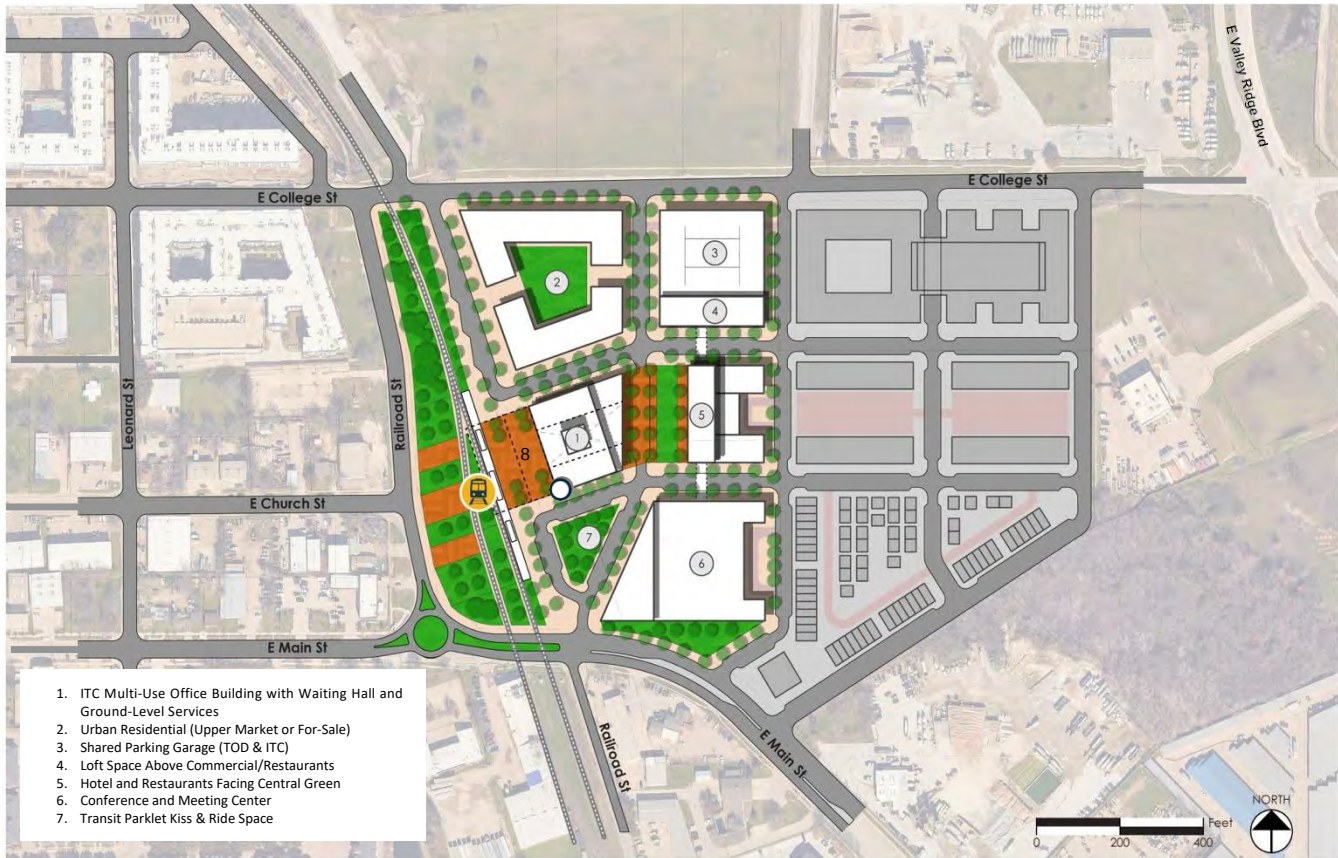


Exhibit 6: Illustrative Master Vision Plan Example



Exhibit 7: Illustrative Bird's Eye Views

2.4 Development Responsibilities for the Surrounding TOD

DCTA – Provide a first right of refusal to the Respondent to enter into a purchase/sale or ground lease agreement for the remaining property (blocks 2-6 on Exhibit 6) beyond the ITC and related improvements. The method of this conveyance will be determined during contract negotiations with the selected Respondent. DCTA will also interact with the Respondent and City through a design approval process. DCTA may convey property upon design approval, evidence of financing for the private development, and execution of any development agreement needed with the City of Lewisville. Subject to the final method of conveyance, DCTA may have limited to no involvement in the ownership and operations of these private facilities, nor any involvement in any negotiated agreement with the City of Lewisville for the implementation of these private developments. If these buildings are to be privately developed and maintained, any conceptual needs for public/private

partnership should be detailed by Respondent in its response. DCTA will lead and facilitate the process to comply with or remove any FTA Joint Development requirements, as necessary. These requirements can be viewed here: www.transit.dot.gov/JointDevelopment

Respondent – Deliver a mixed-use, transit-oriented development on the blocks outside the scope of the ITC and related improvements, bringing all related financing and management needed to do so. Coordinate with DCTA and the City of Lewisville during this process, obtaining design approval.

2.5 Zoning and Entitlement

To better facilitate the process, DCTA will apply separately for rezoning per Section V1.5.19 – “MU” Mixed-Use district of the City’s United Development Code (UDC).

3. ILLUSTRATIVE APPROACHES

The Illustrative Master Plan Exhibits (Exhibits 6 & 7) depict a complementary massing of buildings/uses as one way to accomplish the goal of creating a regional mixed-use anchor in the station area.

-- DCTA presents this Vision only to provide Respondents with the sense of the desired density, quality and approach that the Authority and the City have envisioned for the TOD private developments. The attached support letters from the City of Lewisville, Denton County, and DART reflect the cohesive effort between those entities to yield the vision and their desire to pursue it.

DCTA will be evaluating Respondents Vision statements in Section 6 of Part Two with this illustrative vision as a “baseline” of quality to compare against and understands that a variety of land use and building combinations other than what is shown in this Illustrative Vision can achieve the end goal.

3.1 Master Development Plan

The street and block plan shown on Exhibits 5 and 6 identify the street, open space and block layout that are intended to be constructed. The amount of infrastructure shown in these Exhibits will accompany the ITC and related Improvements will be finalized through the design process associated with Section II. These items shall meet the minimum requirements of the ITC and transit operations as defined by the FTA and DCTA. The remaining infrastructure would be constructed with each new development after approval and agreement with the City.

As described in Part Two, Section 6 of this RFQ, DCTA is open to other block arrangements than what is shown in these exhibits if it is provided with a compelling justification in the Respondent’s Vision Statement.

3.2 Illustrative Block Approaches

The following elements identify illustrative goals for each block to provide the Respondent with greater context for the nature of desired density, quality and approach of development within the TOD. DCTA encourages the Respondent to propose those specific uses and building types it feels has the strongest certainty of implementation to accomplish the higher goal of creating a regional destination at the station as identified in this RFQ.

It is DCTA and the City’s desire that any and all uses be arranged to create activity from the daytime through the evening to generate activity and desirable walkability within the TOD, with a development vision that induces market interest to the site, and a building massing and urban design that creates memorable experiences and “brand” appeal for this station area as an eastern anchor within downtown Lewisville itself.

3.3 Non-FTA Joint Development Blocks –

Blocks 2 and 3 do not fall within the jurisdiction of the FTA or its Joint Development requirements as this land was not acquired using FTA funds. As such, the development of these blocks shall only follow the requirements set forth by DCTA in this RFQ and the City of Lewisville during permitting and construction. The following reflects the present Vision for these blocks. The Respondent is encouraged to identify where it would vary from these illustrative concepts within its SOQ response.

Block 2 – Mixed-Use Residential Infill – The illustrative vision for this block development (shown on Exhibit 6) includes a dense, market-rate multi-storied residential development that combines both interior and exterior amenities to create a nighttime population in the station area. This use is envisioned on this block under the assumption that Respondents would desire a residential/multifamily component within the overall development. Due to the adjacent Ojala development being comprised of mixed-income and affordable multifamily development, the City’s preference is any additional multifamily programming should focus on market-rate rental or for-sale options to differentiate this development from the Ojala development. Additionally, the ground level space facing the central green should have retail/restaurant/entertainment uses to help activate the streetscape experience.

Note: If the Respondent believes that residential multifamily is not a requirement for its TOD vision, it is encouraged to offer such alternatives.

Block 3 – Shared Garage and Loft (Liner) Office -- The vision for this conceptual parcel (shown on Exhibit 6) is to primarily contain a parking structure that could provide shared parking between private uses and DCTA. Should such a garage be desired, this would require a separate parking agreement with DCTA prior to the approval of a purchase/sale agreement and related transaction. To manage the experience of this structure and activate the central green, the garage is envisioned to be lined by a 3-story loft office building with active ground level uses along the southern edge acting as a visual screen for the garage.



Mid-rise Residential Positioned for Condo Precedent
Juno East Austin
Credit: Juno / Ennead Architects



Midrise Loft Office Lining Garage Precedent
1434 Spruce Office and Garage (Boulder, CO)
Credit: New Office America



Co-Working Office Precedent
Regus Co-Working Cafe
Credit: Regus

3.4 FTA Joint Development Blocks –

Development on Blocks 1, 5, 6, 7 and 8 on Exhibit 6 shall meet FTA’s Joint Development requirements as this land was acquired using FTA funds. These requirements can be viewed at www.transit.dot.gov/JointDevelopment. It should also meet the City of Lewisville’s requirements. The following reflects Vision for these blocks as shown on Exhibit 6 to create a regional destination. The Respondent is encouraged to identify where it would vary from these illustrative concepts within its SOQ if needed.

Blocks 5 and 6 – Hotel and Conference Center

The development shown on Exhibit 6 reflects a medium-sized conference center on block 6 attached to a full-service hotel and restaurants on block 5. The City has identified these as priority uses and may be willing to enter a public/private partnership with the selected Respondent to aid such development. In this scenario, the hotel would face the central green offer ground level restaurants combine the eateries contained in the ITC to create streetscape activity. DCTA may consider packaging those eateries within the ITC in a master lease agreement with the adjacent developer. The meeting space is envisioned to be like the Hurst Convention Center, which contains 50,000 sf of event and meeting space connected to a limited-service hotel. Other uses for these blocks will be considered as part of the Respondent’s restated Vision, but such analysis will center the Respondent’s restated vision and ability to generate a regional destination that helps drive A-train ridership and activity.

The Central Green to be constructed with the private uses on block 5 and designed as an active space with appealing to daytime and nighttime usage. It is anticipated this could be publicly funded through a public/private partnership.

Urban Streetscape in the TOD is to be designed for positive pedestrian experiences, with large street trees, public seating that inhibits sleeping, pedestrian lighting, parallel parking, wide sidewalks, outdoor dining, interesting planting, and sustainable storm water management. The transit street on the west side of Block 2 and the central north/south street will be part of the ITC development phasing. The other streets should be designed and constructed with the TOD development. Roadways and utilities have been discussed by the City as being funded publicly through a public/private partnership.



Conference Hotel Center Precedent
Hurst Conference Center and Hotel
Credit: Hurst Conference Center



Central Green Precedent
Longwood Garden
Credit Reed Hildebrand



Pedestrian Plaza Green Precedent
Central Wharf Plaza (Boston, MA)
Credit: Charles Mayer Photography



Urban Streetscape Precedent
Cumberland Avenue (Knoxville, TN)
Credit: Denise Retallack

3.5 Respondent Tasks

(1) The ITC and Related Improvements

The Respondent will assist DCTA in the coordination and management of the design, construction and delivery of a fully functioning, turnkey and buildout of the 45,000 sf (minimum) mixed-use office building and site improvements identified in the Vision. This will include the delivery of a fully fit-out condition containing all furniture, fixtures and equipment for the ground level and second level DCTA office space. It will include the delivery of an office shell-condition lease space on the third level. DCTA will work with the selected Respondent to define the detailed scope of services, project schedule, and project budget. *The design and construction of this scope will follow FTA, DCTA and the City of Lewisville contracting and procurement requirements.*

- Prepare and maintain project schedule and budget throughout
- Provide project accounting
- Manage communication with DCTA, FTA, the City and DART
- Select and manage design and engineering team
- Facilitate programming of all design components
- Facilitate design process
- Select and manage construction team
- Facilitate construction process with all related parties through Certificate of Occupancy
- Facilitate fit out process
- Manage building and site start-up including all coordination with city and utilities
- Manage delivery and DCTA move-in
- Other tasks as identified by Respondent in its SOQ response per Part Two of this RFQ

(2) TOD Development

Once selection of a Respondent has been made based on the SOQ responses per Part Two of this RFQ, Respondent will finalize its development plan and present it to DCTA for approval. The desired result is for the Respondent to marshal its relationships and resources to bring forth separate vertical developments that most closely align with DCTA's stated vision, and per the following concepts.

- *Each development is envisioned to be sponsored, financed, designed and constructed by the Respondent and its team, except for parking within a shared garage for DCTA.*
- *All development that either does not require DCTA funding and/or is on blocks 2-4 shall not be required to abide by FTA and DCTA procurement requirements.*
- *Infrastructure that may receive City funding would be required to follow City of Lewisville procurement requirements.*

Other than any spaces contained in a shared parking garage for its office facilities, DCTA would not be involved in the detailed design and documentation process for the private TOD development after approving programming and schematic design. Any need for public funding of infrastructure or land will be based on independent discussion with the City and is not to deter or slow the progress on the development of the DCTA ITC whatsoever.

3.6 Desired Development and Construction Schedule for ITC and Related Improvements

The following reflects an outline concept of the schedule anticipated for the ITC, transit improvements and related infrastructure. Should the Respondent believe the timeframes noted to be different, it should note these differences in its SOQ responses required in Part Two, item 6.

(1) Contracting with Respondent:	3 months
(2) Predevelopment:	3 months
• Programming of all building and open space components	
• Site usage agreements, Zoning and Entitlement (if needed)	
(3) Project Design & Permitting:	13 months
• Streets and Infrastructure	
• DCTA Transit Hall, ITC Building and Site Improvements	
• Parking Provisions (whether surface lots in interim or a shared parking garage to be constructed with the TOD)	
• Transit Platform Area + Kiss & Ride Parklet Improvements	
(4) Construction Pricing and Contracting:	5 months
(5) Construction and Fit Out:	18 months
Total Delivery Timeline:	42 months

3.7 Estimated Budget

The following reflects an outline conceptual budget estimated for the ITC, transit improvements and related infrastructure. Should the Respondent believe the order of magnitude amounts noted to be different, it should note these differences in its responses required in Part Two, item 6.

(1) The ITC and Related Site Improvements

The core improvements associated with the fee development process Respondents are responding to in this RFQ have been estimated to be within the following total budget amounts below (that include anticipated hard and soft costs with a 30% contingency). These amounts are conceptual in nature and will be finalized with Respondent input, design and bidding, but are caps not to be exceeded.

- A. Streets, Infrastructure, bus bays, bike storage, share ride facilities and Interim Surface Parking (i)
- B. Transit Waiting Hall & Office Building (including fit out for levels 1,2) (ii)
- C. Transit Platform Area + Kiss & Ride Parklet (iii)

Anticipated ITC and Related Improvements Budget: \$28,000,000 to \$38,400,000

Funding Notes:

- i. Streets and infrastructure may be funded by the City of Lewisville. Should the City only fund a portion, DCTA will fund the remaining amount or amend the scope.
- ii. DCTA will fund 100% of the cost of the ITC and transit platform area improvements and is not seeking Respondent to source any capital.
- iii. It is anticipated that a portion or all the costs of these public transit facilities will be funded through available FTA grant source. Should that not be the case, the plan and scope will be amended accordingly.

(2) Public Infrastructure for TOD Land Parcel Development (see funding notes iii, iv, v)

The improvements needed for the mixed-use TOD parcels around the DCTA ITC building and supporting infrastructure have been estimated to be within the following total budget amounts below (that include hard, soft, and 30% contingency costs). These amounts are conceptual in nature and will be finalized with Respondent input, design and bidding. It is anticipated these costs will be negotiated with the City of Lewisville as part of a development agreement between the Respondent and the City based on the type and nature of development proposed.

- A. Remaining Streets, Infrastructure and Open Space \$ TBD (i)
- B. Shared Parking Garage \$ TBD (ii), (iii)

It is anticipated there may be a shared parking garage that enables portions of the TOD development parcels to be developed. This parking garage would contain parking for the ITC, public spaces, and allocated spaces for adjacent private development. As there are multiple factors that determine the exact quantity including types of uses proposed and degree of shared parking that may occur, the cost for any public and DCTA-specific parking will be determined and negotiated as part of the detailed master development agreement for the TOD uses.

Funding Notes:

- i. Streets and infrastructure may be funded by the City of Lewisville. Should the City only fund a portion, these costs would be part of the private development budget negotiated separately between Respondent and the City.
- ii. The private uses that will park in this garage will have costs allocated to each development associated with amount of required parking for each, assuming sharing between uses. Should the ultimate delivery of the garage not correspond with the delivery of the office building, surface parking will be constructed.
- iii. Should any of the envisioned TOD developments require public/private partnership with DCTA and/or other public agencies, this likelihood shall be communicated in the Respondent's SOQ document.
- iv. As a TOD (per federal definition), DCTA and the City will work with the Respondent to explore available favorable financing tools to help incentive desired development form. This includes such tools as Chapter 380 grants, TIF financing, HUD Section 108 loan guarantee program, US Department of Transportation RRIF and TIFIA loans, etc. Further opportunities may be had on blocks 4 and 5 by designating the development to be Joint Development per the FTA definition shown here: www.transit.dot.gov/JointDevelopment
Should this not be desirable, DCTA will work to designate this land as surplus with the FTA and direct proceeds from the purchase/sale transaction towards eligible costs per the FTA grant funds used to acquire this particular property.
- v. All land shall be sold at fair market value, based on land appraisal

PART TWO -- SOQ REQUIREMENTS

The following identifies 6 sections of information required in the Respondent's SOQ that will be used in the evaluation process identified in Part Three. Additionally, Appendix A – Section V: Proposal Submittal Information identifies required information in tab 7 (Attachments) that are also required in the SOQ submittal. Appendix A further details all requirements for this process in addition to what is defined in Part Two and Three of this RFQ. Respondents are encouraged to refer to Appendix A to ensure compliance in the SOQ submittal.

1. Project References

The Respondent shall provide no less than three project references for relevant projects it has developed from parties in a position to comment on the team and specific manager's level of consistency, reliability, quality control, and overall relationship experience. Reference shall include contact person name, title, phone number and email.

2. Firm Description, Experience and Background (including any TOD partners)

The Respondent, including any additional development company involved in the implementation of the TOD vision, shall provide the following information for evaluation of the company(s) position and strength in their respective industry.

- Years in business
- Awards and industry recognition
- Lines of business with emphasis on office, site and TOD development
- Financial capability and capital partner resources for TOD uses (minimum \$50 million)
- Office location of the development team(s) for all uses
- Volume of business over past 10 years for each line of business

3. Project Team Member Experience (including any TOD partners)

The Respondent, including any additional development company involved in the implementation of the TOD vision, shall provide the following information for evaluation of the company(s) experience with similar projects, building types, and context. This information will be used to evaluate the following concepts.

- Experience with FTA and transit-integrated projects
- Experience with Public/Private Partnership projects
- Experience with TOD mixed-use development
- Experience with all proposed building types
- Experience with office development and interior fit out
- Experience successfully managing budget and schedule through completion
- Experience delivering quality developments with positive user experiences
- Availability of each team member (as a percentage of total duties)

4. Project Design and Engineering Team

The Respondent shall provide the proposed project design and engineering team to be used on the ITC and related improvements and infrastructure. Any additional development company(s) involved in the implementation of the TOD vision shall provide their proposed design and engineering team for these other developments. Information to be provided include the companies, key project members (principal in charge, project designer, project engineer, project manager) and related experience, and information that will be helpful in evaluating the following concepts. These teams will be required to abide by FTA, DCTA and City of Lewisville procurement requirements.

- Experience with FTA and transit-integrated planning
- Experience working on projects involving Public/Private Partnerships
- Experience with TOD mixed-use project planning
- Experience with all proposed building type design
- Experience with office programming, design and fit out planning
- Awards and industry recognition for related building types

5. Vision Statement

The goal for the TOD is the creation of a regional destination at the station area that (a) engages the ITC and related improvements to be an activity generator within the site plan, (b) combines a mix of uses that helps increase A-train ridership to the station area, (c) creates a land use, building, and landscape plan that generates an overall urban design that encourages walkability and the use of transit from the station area, and (d) becomes an eastern anchor for downtown Lewisville through the experiences offered by the TOD. The Vision contained in Part One of this RFQ is presented to show an example of the level of design, density, quality and walkability that DCTA and the City desire for the station area. Except for the location and performance statements of the ITC and the block layout shown on the Master Development Plan (Exhibit 5 in Part One), this Vision can be considered illustrative in nature and not as a binding design for the TOD. Therefore, any deviations from this Vision the Respondent believes are warranted should be included in the SOQ as noted.

Respondent Vision -- DCTA is looking for a creative and interactive partner through this selection process that will bring its own ideas and implementation strategies on how to accomplish the goal mentioned above. This process would engage DCTA and the City in the planning and design process. To assist DCTA's evaluation process, the Respondent shall provide its own statement of Vision on how to achieve DCTA's stated TOD goal and identifying the related land uses and building types proposed for the TOD around the ITC and its infrastructure that are intended to do so. DCTA also requests the Respondent identify the anticipated timing of implementation for each use, and how DCTA and the City will be involved in the design phase. And, if the Respondent feels strongly that the information shown in Part One regarding the ITC, related transit infrastructure and block layout on the Master Development Plan should be altered, it should include these suggested alterations in its Vision Statement.

Vision Response -- The Respondent shall provide the following information in its response:

Site Plan -- A proposed site plan that incorporates the location of the ITC and related improvements, block layout on the Master Development Plan (Exhibit 5 in Part One). The site plan should identify the buildings, land uses, general landscape and artistic concepts, parking and service solutions. Should the Respondent have an alternative suggestion for the location, massing and size of the ITC building and related improvements shown on the Master Development plan (Exhibit 5), it shall present the same information requested above on a separate alternate plan that will be submitted with the base plan requested. There shall be no additional weight given to the submission of an additional alternate plan.

- Precedent Information -- Photographic and text that illustrate the Respondent's Vision and related ideas shown on the Site Plan. The Respondent is not required to provide artist renderings, architectural plans and other detailed design information to convey this information but is encouraged to prepare its response to convey its restated vision as clearly as possible.
- Design and Approval Process (ITC and Related Improvements) – An itemized summary of the steps the Respondent will take in the programming, design and full documentation of the ITC, related improvements and infrastructure. This should include descriptions for how DCTA, the City and FTA will be involved in the design and approval process, and a Gant chart schedule for this anticipated process. It is noted that this process will include an FTA approval process for the facilities as well as a City approval process for the municipal infrastructure.

- **Design and Approval Process (TOD)** – An itemized summary of the steps the Respondent will take in the design of the TOD with emphasis on how DCTA will be involved in the approval of the design. It should be noted that this should include the process and time required to either abide by FTA's Joint Development requirements for what is proposed on blocks 4 (including the central green) and block 5 on Exhibit 5, or to work with DCTA to declare this land as being surplus and therefore not falling within these requirements.

6. Budget, Schedule and Contracting

As part of its response to this SOQ section, the Respondent shall provide the following information:

ITC process and schedule -- Anticipated development process and associated itemized schedule for the ITC and related improvements/infrastructure. This schedule should include quality control steps.

TOD process and schedule -- Anticipated development process and associated itemized schedule for each use proposed as the surrounding TOD the Respondent plans to advance.

Conceptual cost budgeting -- With the understanding that final costs will be determined through a full design, engineering, and bidding process, the Respondent is asked to provide its opinion of a conceptual cost range for the ITC and related improvements/infrastructure as outlined in this RFQ based on its historical information from other regional projects. This will be reviewed to confirm order of magnitude only, with the understanding final costs will be determined through the normal design and bidding process.

Procurement strategy -- Anticipated construction procurement strategy (traditional bid, design/build, etc) for the ITC and related improvements/infrastructure

Contracting strategy -- Anticipated construction contracting strategy (gmax, cost/plus, etc) for the ITC and related improvements/infrastructure

Schedule management strategy -- Anticipated process to maintain schedule goals for the ITC and related improvements/infrastructure

Cost management strategy -- Anticipated process to maintain cost goals through construction completion for ITC and related improvements/infrastructure

Development fee percentage -- The Respondent is requested to provide the percentage (%) of total development cost (excluding land cost) it proposes to use to calculate its development fee (including predevelopment and construction management activities) for the ITC and related improvements/infrastructure. This is being used for DCTA capital planning purposes.

Predevelopment fee estimate -- Prior to final development fee being calculated through final bidding, the selected Respondent would receive a monthly draw against the total development fee for the ITC and related improvements/infrastructure. It is understood this predevelopment fee draw amount will be finalized as part of the contract negotiation process, but the Respondent is requested to provide what it anticipates this monthly draw amount would be for its team's services until such finalization occurs. This is being used for DCTA capital planning purposes until that point.

PART THREE – RFQ PROCEDURAL INFORMATION

1. SOQ Delivery

DCTA uses PlanetBids as its automated web-based vendor and bid management system. Submissions in response to this solicitation shall be submitted online in PlanetBids.

2. Procurement Information

See Appendix A, Sections I through VI for procurement information that is in addition to what is presented here. All final proposals will be required to follow all aspects of Texas law and Denton County policy. DCTA retains the unqualified right to reject any and/or all proposals. DCTA may or may not interview potential candidates to assist in the selection process. The selected Respondent will be qualified and selected based on the information contained in their respective submitted qualification packages.

3. Project Procurement and Delivery Process

DCTA will review each Respondent's submitted information required as defined in the 6 sections of Part Two and Appendix A, and will evaluate and compare each Respondent's prepared information to the Vision described in Part One, Section Two, items 2.1 (ITC and Related Improvements) and 2.3 (Surrounding TOD). Partial submissions that only address one of these two sections mentioned will be accepted but ranked lessor than those submissions that contain full information for both sections described given DCTA's desire to see both sections advance simultaneously. DCTA reserves the right to select Respondents for both or individual sections.

The following details the anticipated process to be undertaken.

3.1 Announcement of Intent to Release an RFQ

Prior to publishing this RFQ, DCTA distributed communications to a variety of industry and government and social media outlets announcing the intention of DCTA to release an RFQ.

3.2 Issue TOD RFQ

DCTA will release the formal RFQ within which will be included a full project description, project objectives, scope, preliminary schedule, project budget estimates, developer RFQ submission requirements, RFQ due date, proposal evaluation criteria and estimated developer selection date by DCTA.

This is an RFQ process and not an RFP procurement process. The applicant submission process is intended to be limited to provision of information establishing the firm's experience and capabilities and understanding of the DCTA project objectives. No conceptual design information is required. No specific development pricing is required other than illustrative development fee percentage.

It will be the developer's responsibility to select engineers, architects and other professional services as well the construction general contractor after final design and engineering and bid documents have been reviewed and approved. All parties supporting the developer will be contracting with the developer directly and not DCTA or the City of Lewisville.

3.3 Pre-bid Conference

DCTA will conduct a pre-bid conference for the benefit of all interested parties. The meeting will include brief staff presentations on the DCTA project and a presentation by the City of Lewisville regarding development guidelines for builders and developers interested in constructing projects in the city. Questions will be encouraged and all questions and answers will be documented and made available to interested parties.

Any firm interested in and intending to submit a response to the RFQ must get registered on the DCTA Procurement portal. After the Pre-Bid Conference all communications must be limited and directed to DCTA Procurement staff. Any other contact can disqualify a prospective bidder.

3.4 RFQ Submission Date

Any party interested in being considered for selection for the DCTA TOD project must submit a fully responsive proposal on or before the published RFQ due date. Any proposals received after the date and hour of the published date will be deemed inadmissible and will not be considered.

3.5 RFQ Review, Ranking and Selection of Respondents to Advance to the Second Round

Each submission will be internally reviewed to establish responsiveness. DCTA will ensure that all required materials are included and no obvious deficiencies are evident. DCTA reserves the right, in its sole discretion, to waive any informalities or minor irregularities and/or permit the cure of such deficiencies if it serves its best interests to do so. Any submission that fails to include all materials requested under this solicitation may be deemed non-responsive, and if determined to be non-responsive by DCTA will not be rated or ranked.

Once this initial review has occurred for SOQ responsiveness, the Evaluation Committee will review, evaluate and rank all eligible proposals in accordance with the Ranking and Respondent Evaluation Matrix shown in 3.6. Respondents will be evaluated on verifiable experience, technical and financial capacity and articulation of DCTA's vision and goals for the project. Respondents may be asked to provide clarifications to information provided for the RFQ submissions. DCTA reserves the right to accept or reject individual members of any respondent team

Based upon the combined evaluation scores and panel discussions a limited number of the Respondents will be selected for further review and discussion.

3.6 SOQ Ranking and Respondent Evaluation Matrix

The following matrix will provide the Selection Committee with a tool to rank the SOQ submissions to determine a short list of three Respondent teams. This ranking will generate a sub-total score (within 90% of total points available) that will determine the short-listed teams. Each team will then be invited to participate in a site tour and interview with the Selection Committee. The results gained from these tours and presentations will then be ranked (for final 10% of total points available) to determine the final selected Respondent team best suited to work with DCTA.

Evaluation Matrix -- Quality of Response		RESPONDENT TEAM: 	
Required SOQ Elements & Ranking Criteria	Available Subtotals	Total Points	Percentage by Category
1. Project References (3) Feedback			9%
Consistency, reliability, quality control, and overall experience with Respondent	6		
	6	6	
2. Firm Description, Experience and Background (including any TOD partners)			17%
Years in business (minimum 10 years)	2		
Awards and industry recognition	2		
Lines of business with emphasis on office, site and TOD development	2		
Financial capability and capital partner resources for TOD uses (minimum \$50 million)	2		
Office location of the development team(s) for all uses	2		
Volume of business over past 10 years for each line of business	2		
	12	12	
3. Project Team Member Experience (including any TOD partners)			23%
Experience with FTA and transit-integrated projects	2		
Experience with Public/Private Partnership projects	2		
Experience with TOD mixed-use development	2		
Experience with all proposed building types	2		
Experience with office development and interior fit out	2		
Experience successfully managing budget and schedule through completion	2		
Experience delivering quality developments with positive user experiences	2		
Availability of each team member (as percentage of total duties)	2		
	16	16	
4. Project Design and Engineering Team			17%
Experience with FTA and transit-integrated planning	2		
Experience working on projects involving Public/Private Partnerships	2		
Experience with TOD mixed-use project planning	2		
Experience with all proposed building type design	2		
Experience with office programming, design and fit out planning	2		
Awards and industry recognition for related building types	2		
	12	12	
5. Vision Statement			17%
Strength of restated Vision for the ITC, TOD uses and public infrastructure	2		
Concept of how the City and County will be involved in the design process	2		
Concept of how DCTA will be involved in the planning and design process	2		
Ability of restated Vision to achieve the desired quality of experience	2		
Proposed timing of completion of all proposed uses in Vision	2		
Ability of Vision to generate a regional destination and ridership to the station	2		
	12	12	
6. Budget, Schedule and Contracting			17%
Anticipated construction procurement strategy (traditional bid, design/build, etc)	2		
Anticipated construction contracting strategy (gmax, cost/plus, etc)	2		
Proposed cost management strategy for ITC and related improvements/infrastructure	2		
Proposed schedule management strategy for ITC and related improvements/infrastructure	2		
Stated schedule and scoping (including QC) through completion of ITC and improvements	2		
Statement of anticipated cost (based on project experience) and developer fee percentage	2		
	12	12	
Tab 7 Requested Attachments are Required to have been Submitted to Inform the Evaluation Process			
Cumulative Total Ranking Score to Determine Shortlisted Teams:	70	70	100%

3.7 Short-Listed Finalists Second Round Process

Those Respondents invited to advance to the second round described in Section 3.6 will be provided with a limited set of interview questions and presentation guidelines by the DCTA Procurement Staff. Until a Respondent has been notified of selection for further consideration they are not expected to have engaged in any additional preparation of information and should not do any level of work other than determine how they would complete and provide the additional information, if selected. DCTA staff will schedule interviews according to the final schedule released with this RFQ.

3.8 Second Round Response and Selection of Sole Finalist

It will be the objective of DCTA to complete the tours and review of the second-round interviews as outlined in Section 3.6. The Respondent interviews will be conducted by the same Evaluation Committee. This committee will have the latitude to select any of the final candidates, taking into consideration sub-total scoring of responses, team presentation and responses, and other considerations relevant to DCTA. Should any team member change at any time, DCTA reserves the right to reevaluate the Respondents.

3.9 Contract Negotiations and Development Agreement

It will be the goal of the DCTA staff to work with the selected Respondent in a collaborative manner and with the intent to complete all negotiations regarding project scope, project professional team members to be retained directly by the developer, schedule, fee structure, milestones, financing and payment schedules and the balance of contract terms and provisions as outlined in Part Three, Section 4 RFQ Timeline. **DCTA and Respondent are each responsible for all of their own business pursuit costs of their consultants and legal advisors.**

No contractual rights shall arise from the process of negotiation until such time as DCTA and the selected Developer have jointly executed a Development Agreement. If, for any reason, a Development Agreement cannot be negotiated with the highest-ranked and selected respondent, DCTA reserves the right, but shall be under no legal obligation, to select the next highest respondent for negotiation of a contract. DCTA may continue to negotiate with respondents in the order of rankings until a contract is finalized. Work under the Development Agreement shall commence immediately upon its execution.

3.10 1st Developer Milestone – Confirmation of Project Scope, Schedule and Budget

Within approximately sixty calendar days of contract award (Development Agreement) the selected Respondent will be requested to produce and submit a project plan which restates with any clarifications the project scope, the reasonable order of magnitude cost estimates for all DCTA building and site improvements and the project deliverable dates for milestones 2-5. Within approximately thirty calendar days DCTA staff will review and accept the new project scope document unless the revised document incorporates significant increases in scope, schedule or ROM cost estimates. DCTA reserves the right to adjust project timelines, as negotiated through a Development Agreement.

3.11 2nd Developer Milestone – Completion of Project Engineering, Design and Bid Documents

The selected Respondent will be expected to complete site inspection, preliminary engineering and design with six calendar months from date of acceptance of the Project Scope Milestone 1 document. DCTA staff will have no more than 60 calendar days to review and accept the Milestone 2 deliverables.

The selected Respondent will not proceed to final engineering and design until this acceptance has been confirmed. At that point the selected Respondent will have six calendar months to complete the 2nd milestone is authorized to advance the engineering and architectural to final design, cost estimation and general contractor bid document completion. DCTA reserves the right to adjust project timelines, as negotiated through a Development Agreement.

3.12 3rd Developer Milestone -- Construction Procurement and Award Authorization

Once the selected Respondent has delivered the final construction documents to DCTA the staff shall have sixty calendar days to review and accept the documents and authorize the selected Respondent to solicit construction bids. The selected Respondent shall determine the reasonable amount of time for receipt, evaluation and recommendation of preferred general contractor.

The selected Respondent shall provide the DCTA staff the recommendations for the selection and award of the construction contract. DCTA shall have sixty calendar days to review and comment and accept the selected Respondent's recommendation. The selected Respondent will then have the authorization to proceed with contract negotiations and award.

3.13 4th Developer Milestone -- Delivery of DCTA facilities and all site improvements

Within the agreed to construction schedule established at time of construction award the selected Respondent shall be responsible for commencement of all construction activities, including site improvements, infrastructure improvements, buildings, tenant improvements, landscaping and all other physical development improvements outlined in the agreed to scope of work.

3.14 5th Developer Milestone -- Delivery of First Private Sector Project (if applicable)

Consistent with the terms of the contract between the selected Respondent and DCTA the selected Respondent shall deliver and agreed to and allowable private real estate use (office building, hotel, meeting facility, retail complex, residential complex such as single family or multifamily dwellings or parking structure or other ancillary uses). It will be the responsibility of the selected Respondent to design, build, market and finance this project. The selected Respondent will be solely responsible to obtain a separate Development Agreement with the City of Lewisville for any Public/Private Partnership it desires within the private TOD development and agrees to work diligently to implement any required modifications to the public improvements impacting the ITC site and related improvements prior to permitting of the ITC. The implementation of the ITC and related improvements will not be delayed by this process.

4. Anticipated RFQ Timeline

RFQ Timeline	Date
Pre-Qualification Conference	October 1 st , 2025, 2:00 pm DCTA Administrative Offices 1955 Lakeway Drive, Suite 260 Lewisville, TX 75057
Due Dates for Questions	October 13 th , 2025, by 5:00 pm
Agency Responses to Questions	November 4 th , 2025
Due Date for SOQ	November 20 th , 2025, by 2:00 pm To be submitted on-line through PlanetBids link (to be provided)
Short List Interviews and Tours	January 2026
Selection of Finalist	February 2026
Contract Negotiations and Award	February through April 2026

APPENDICES

Appendix A: Procurement

SECTION I: PROCUREMENT INFORMATION

1. OVERVIEW:

The RFQ contains information necessary to prepare and submit a SOQ. Proposers are cautioned to read the entire RFQ, noting insurance and submittal requirements, and to complete required forms enclosed with the RFQ.

A qualification-based selection will be used to evaluate qualifications submitted in response to the RFQ.

DCTA is interested in qualified firms capable of taking a creative, innovative approach to the services described within the scope, while maintaining fiscal responsibility.

2. PROCUREMENT SCHEDULE:

Dates and times are subject to change; any changes will be issued by addenda.

3. QUESTIONS AND CLARIFICATIONS:

All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted, and no verbal replies will be provided.

All questions and requests for clarifications shall be submitted through PlanetBids link <https://vendors.planetbids.com/portal/59304/portal-home>.

General procurement question can be sent to procurement@dcta.net, subject line: Question RFQ 25-05.

4. RECEIPT OF PROPOSAL:

Prior to the time and date indicated, all SOQ Packages shall be electronically delivered to the Procurement Department via PlanetBids. SOQ packages received after the due date and time shall not be considered.

DCTA reserves the right to change the deadline for submitting proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective proposers via PlanetBids.

5. ACCEPTANCE PERIOD:

SOQs shall remain valid for a period of ninety (120) calendar days from the date of submission. If a Best and Final Offer is requested of the Offeror/Proposer, the SOQ shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.

6. ADDENDUM:

The contents of all addendums sent to the proposer are to be incorporated in the RFQ documents and will become part of the contract documents.

7. CONFIDENTIALITY:

It is in the public interest for the DCTA to receive as many proposals as possible. DCTA acknowledges the possible confidential nature of any aspect of the proposal including price information requested by the RFQ, and the DCTA obliges itself in good faith not to disclose any page of the proposal

containing information which the Proposer clearly marks as confidential during the evaluation process. After the contract award, disclosure of information shall be made only in accordance with Texas law and applicable Federal requirements.

8. EVALUATION AND AWARD OF CONTRACT

DCTA reserves the right to reject any and all proposals, to waive any and all informalities except for the time of submission of the Proposal and to negotiate contract terms with the Successful Proposer. DCTA also reserves the right to reject all nonconforming, non-responsive, unbalanced, or conditional Proposals. Also, DCTA reserves the right to reject the Proposal of any Proposer if DCTA believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive, or the Proposer is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by DCTA. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

DCTA may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as requested by DCTA.

DCTA may consider its past experience with the Proposer and any Subcontractors, Suppliers or other persons or organizations proposed to perform any portions of the Work, and DCTA reserves the right to reject any and all proposals from persons or organizations with whom DCTA has previously experienced problems including but not limited to issues relating to performance, workmanship, and disputes or litigation.

DCTA may conduct such investigations as DCTA deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial stability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to DCTA's satisfaction within the prescribed time.

If contract is to be awarded, it will be awarded to the best qualified Proposer whose evaluation by DCTA indicates to DCTA that the award will be in the best interests of the DCTA. DCTA may award the contract to a single supplier. If determined to be in the best interest of DCTA, it reserves the right to award to multiple proposers, to add and delete items and/or to order from multiple vendors.

9. PRE-SOLICITATION CONFERENCE

A Pre-Solicitation conference will be held at the DCTA Administrative Offices, 1955 Lakeway Drive, Suite 260, Lewisville, TX 75067. Space is limited so please limit attendees to 2 per firm. If you plan on attending, please RSVP, email subject line Conference Call 25-05 to Procurement@dcta.net with company name and attendees name, email, and phone number.

Video Conference link: To join the conference call RSVP 24 hours before the meeting, email subject line Conference Call 25-05 to Procurement@dcta.net with a list of all representatives that will join the call, include company name and attendees name, email, and phone number.

10. TASK ORDERS

DCTA may issue task orders for services resulting from any contracts issued from this RFQ.

Each Task Order will encompass the scope of work, the fixed rates previously established.

Consultant shall not proceed with any work issued through a task order until execution and notice to proceed.

11. DBE

DCTA encourages the use of DBE firms during the term of the contract. If a task order is issued the scope of services will be reviewed for inclusion of DBE firms in the performance of the assigned work. If DBE subcontractors are utilized to perform under this contract the contractor must make available to DCTA copies of all DBE subcontracts upon request. The subcontractor shall ensure that all

subcontracts or agreements with the Prime to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26.55.

12. FUNDING

Some of the projects anticipated to be undertaken will be grant funded; others will be funded by DCTA capital. The source of grant funding may be either state or federal. Because some projects will be federally funded, the contracts to be awarded will include mandated federal provisions and certifications.

13. RESERVATIONS

This RFQ does not commit DCTA to award a contract, to pay any costs incurred in the preparation or presentation of a submittal, or to procure or contract for services.

DCTA reserves the right, at its sole discretion, to reject any and all submittals.

DCTA also reserves the right, at its sole discretion, to negotiate with qualified sources, or to cancel in part or in its entirety this RFQ.

DCTA reserves the right to separately procure architectural and engineering services for DCTA projects in lieu of assigning a task or project to a firm awarded.

14. ORGANIZATIONAL CONFLICT OF INTEREST

Federal Transit Administration (FTA) Circular 4220.1G, Chapter VI, Paragraph 2(e) (9) and the FTA Best Practices Procurement Manual (BPPM) in Sections 3.2 "Using Contractors to Prepare Specifications" and 2.4.2.2.2 "Organizational Conflicts of Interest" prohibits a Contractor that is awarded the design/project management portion of a DCTA project from participating, as a prime or subcontractor, in the construction phase of the project. January 16, 2025 (FTA) Circular 4220.1G was issued and effective March 20, 2025, replacing (FTA) Circular 4220.1F.

15. CONTRACT

Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful offeror (if any), this procurement solicitation document (entitled "Request for Qualification") together with the completed and executed forms required herein, and all attachments hereto, together with the contract shall collectively constitute the Contract documents. See Exhibit A, Sample Agreement.

16. AGENCY OBJECTIVES

DCTA aims to expand transportation options for both new and existing member cities by employing a combination of traditional and innovative transit services, ensuring a more tailored approach to meet the diverse needs of ridership markets across North Texas. To support this growth, DCTA is focused on expanding infrastructure, increasing fleet capacity, enhancing bus stop infrastructure, and addressing facility needs to meet future service demands. Additionally, the agency seeks to promote transit-oriented development to support sustainable, community-focused growth. Selected firms will play a critical role in integrating these expansion efforts with DCTA's A-train Enhancement Program, while also aligning with the agency's Intermediate and Long-Service Plans and Long-Range Financial Plan. These efforts will ensure a cohesive, sustainable, and customer-focused approach to developing a robust and equitable transportation system for the region.

17. INTENT

DCTA intends to select the best qualified firm to cover its needs for the following services in the RFQ.

DCTA reserves the right to issue separate procurements for large scale projects.

The selection of a firm will be qualifications based in accordance with the procurement requirements of state and federal law. DCTA will identify the most qualified firm and endeavor to negotiate fair and reasonable rate(s) for services to be provided.

SECTION II: GENERAL TERMS AND CONDITIONS

1. CANCELLATION

The DCTA reserves the right to cancel this RFP or cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in DCTA's best interest. In no event shall the DCTA have any liability for the cancellation of award. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

2. EVALUATION AND AWARD OF CONTRACT

DCTA reserves the right to reject any and all proposals, to waive any and all informalities except for the time of submission of the Proposal and to negotiate contract terms with the Successful Proposer. DCTA also reserves the right to reject all nonconforming, non-responsive, unbalanced, or conditional Proposals. Also, DCTA reserves the right to reject the Proposal of any Proposer if DCTA believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive, or the Proposer is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by DCTA. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Proposals, DCTA will consider the qualifications of the Proposers, whether or not the Proposals comply with the prescribed requirements, unit prices, completion time, and other data, as may be requested in the Proposal form or prior to the Notice of Award.

Because offers can at times be ambiguous, DCTA reserves the right to request additional information before making an award. DCTA also reserves the right to seek clarification from any proposer or offeror about any statement in its proposal that DCTA finds ambiguous.

DCTA may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as requested by **DCTA**.

DCTA may consider its past experience with the Proposer and any Subcontractors, Suppliers or other persons or organizations proposed to perform any portions of the Work, and DCTA reserves the right to reject any and all proposals from persons or organizations with whom DCTA has previously experienced problems including but not limited to issues relating to performance, workmanship, and disputes or litigation.

DCTA may conduct such investigations as **DCTA** deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial stability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to DCTA's satisfaction within the prescribed time.

If contract is to be awarded, it will be awarded to the best qualified Proposer whose evaluation by **DCTA** indicates to **DCTA** that the award will be in the best interests of the DCTA. DCTA may award the contract to a single supplier. If determined to be in the best interest of DCTA, it reserves the right to award to multiple proposers.

3. ADDENDUM

The contents of all addendums sent to proposer are to be incorporated in the RFP documents and will become part of the contract documents.

4. PROOF OF INSURABILITY

Proposer must submit proof of insurability with their proposal. Proof of insurability can be in the form of a letter from the Proposer's insurance provider stating the provider's commitment to insure the Proposer for the types of coverages and levels of coverages specified in this RFP.

5. CONFIDENTIALITY

It is in the public interest for the DCTA to receive as many proposals as possible. The DCTA acknowledges the possible confidential nature of any aspect of the proposal including the cost or price information requested by the Request for Proposals, and the DCTA obliges itself in good faith not to disclose any page of the proposal containing information which the Proposer clearly marks as confidential during the evaluation process. After contract award, disclosure of information shall be made only in accordance with Texas law and applicable Federal requirements.

6. TAXES

DCTA is tax exempt and shall furnish the successful proposer with the necessary tax exemption certificate.

7. INDEMNIFICATION

DCTA SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST DCTA, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "DCTA") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF DCTA. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS DCTA FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF DCTA). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST DCTA IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM DCTA, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO DCTA. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

CONTRACTOR SHALL INDEMNIFY DCTA FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY CONTRACTOR ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.

By the execution and submission of this proposal, proposer acknowledges proposer has read and does comply with all terms and conditions, clauses and requirements contained herein.

8. PAYMENT

DCTA shall pay the PROPOSER, upon the submission of proper invoices. Unless otherwise specified in this contract, payment shall be made within thirty (30) days of receipt of a complete and correct invoice in compliance with Texas Government Code 2251.030.

Proposer's invoices for the services rendered shall be emailed to the following e-mail address:
accountspayable@dcta.net

9. ASSIGNMENT

The successful proposer shall not assign, sell, transfer or convey the agreement completely or in part, without the prior written consent of DCTA.

10. VENUE

The agreement will be governed and construed according to the laws of the State of Texas; and venue for any action concerning this contract shall be in Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

11. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties, that successful proposer, in satisfying conditions in this contract, is acting independently, and that DCTA assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by successful proposer pursuant to this contract shall be in the capacity of an independent proposer, and not as an agent or employee of DCTA. Successful proposer shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this contract.

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

DCTA may terminate all or part of this Contract upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this provision, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed before termination, and to payment for all reasonable Contract close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract close-out costs actually incurred by Contractor. DCTA shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Contractor is not entitled to any alleged lost profit on work not performed but which would have been performed had this Contract not been terminated.

Termination for Default

If the Contractor refuses or fails to properly prosecute or perform the work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the time specified in this Contract including any extension, or fails to complete the work within this time, DCTA may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or not performed in a good workmanship like manner. In this event, DCTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, reports, schedules, appliances, or other work product necessary for completing the work. The Contractor and its sureties shall be liable for any damage to DCTA resulting from the Contractor's refusal or failure to complete the work within the specified time or not performed in a good workmanship like manner, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this Article, if:

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of another Contractor in the performance of a contract with DCTA, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Project Manager), notifies the Project Manager in writing of the causes of delay. The Project Manager shall ascertain the facts and the extent of delay. If, in the judgment of the Project Manager, the findings of fact warrant such action, the time for completing the work shall be extended with an appropriate Contract amendment, the right to proceed terminated or no action taken by the Project Manager. The findings of the Project Manager shall be final and conclusive on the parties, but subject to Claims.
- (3) The Contractor cures such failures to perform within 10 calendar days (or more if authorized in writing by the Project Manager) after receipt of the notice of default.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of DCTA.

Termination of Force Majeure

To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties' control and not attributable to its malfeasance, neglect, or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Disputes

Performance During Dispute – Unless otherwise directed by DCTA, contractor shall continue performance under this contract while matters in dispute are being resolved. Further, DCTA shall pay contractor for any undisputed work performed by contractor prior or during the resolution of the matters in dispute.

13. PROTEST PROCEDURES

Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

14. ADMINISTRATIVE REMEDIES

Denton County Transportation Authority reserves the right to accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award the Contract in the best interest of the DCTA.

By submission of a proposal in response to this solicitation, the Proposer agrees to exhaust its administrative remedies under DCTA's Procurement Regulations or Disputes Clause of any resulting contract prior to seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any related contract. Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

15. OPEN RECORDS

All responses submitted to DCTA become the property of DCTA and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of that Act. In no event shall DCTA, or any of its agents, Representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the RFB.

If a firm/individual has special concerns about information that it desires to make available to DCTA, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate each page of that information, which the Proposer believes, should not be disclosed outside DCTA. Disclosure of requested information will be subject to the Texas Public Information Act.

16. CONTRACT

The successful Proposer may be required to execute a contract prepared and approved by DCTA General Counsel.

17. PROHIBITION OF BOYCOTT ISRAEL

Company verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

DCTA is prohibited from entering into a contract with a company that does business with Iran, Sudan, or a foreign terrorist organization.

19. PROHIBITION OF BOYCOTT ENERGY COMPANIES

Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

20. PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS.

Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the proposals from a company were able to provide the required certification.

21. RELATIONSHIP AND WORK IN GENERAL

Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all of the services described in Scope of Work, Terms and Conditions of this Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.

22. ASSIGNMENT OF PERSONNEL

Contractor agrees to assign qualified staff members including a Project Manager who shall be responsible for the task administration and work performance.

23. EMPLOYMENT OF PERSONNEL

Contractor agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Contractor shall not be employees of, nor have any contractual relationship with DCTA. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required.

24. EMPLOYMENT OF VETERANS

Applicable to capital projects only-Contractor shall provide a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under this contract. This shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

25. USE OF SUBCONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

No work or services under this Contract shall be subcontracted without the prior written approval of DCTA. DCTA reserves the right to reject any subcontractors proposed to be utilized on this project.

26. DBE SUBCONTRACTS

If DBE subcontractors are utilized to perform under this contract the contractor must make available to DCTA copies of all DBE subcontracts upon request. The subcontractor shall ensure that all subcontracts or agreements with the Prime to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26.55.

27. INSPECTION OF WORK

DCTA shall have the right to review and inspect the progress of the work described herein at all times.

28. COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this contract shall become the property of DCTA. The Contractor shall, at its expense, defend all suits or proceedings instituted against DCTA and pay any award of damages assessed against DCTA in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.

29. PROPRIETARY RIGHTS

Contractor agrees not to release data or information about the results of the project to any person outside of DCTA without first obtaining written authorization to release such information from DCTA.

30. OWNERSHIP OF DOCUMENTS

The parties agree and understand that any and all documents produced under this Contract are the sole and exclusive property of DCTA and DCTA retains ownership of all such documentation including, but not limited to, studies, plans, specifications, intellectual property and all related documents. To the extent necessary, CONTRACTOR HEREBY ASSIGNS AND TRANSFERS ANY AND ALL COPYRIGHTS TO DCTA.

31. MAINTENANCE OF RECORDS

Proposer must maintain records to show actual time involved in performance of the Work.

32. CHANGES BY CONTRACTOR

If, during the performance of Work under the Contract, the Contractor finds it impracticable to comply strictly with the specifications, the Contractor will notify the DCTA Project Manager and Procurement Manager immediately in writing.

33. WRITTEN ACCEPTANCE BY DCTA

Any proposals by Contractor that vary or add to this Contract shall be construed as additional terms or modifications and shall not become part of the Contract unless accepted in writing, by DCTA.

34. CHANGE ORDERS / CONTRACT MODIFICATIONS

All requests for changes in the work must be submitted in writing to the DCTA Project Manager. Changes shall be made only with the prior approval DCTA and only by appropriate written Change Order or Contract Modification as appropriate. The Procurement Manager may, at any time, by a written Change Order or Contract Modification, and without notice to the Surety (if any), make changes within the general scope of this Contract. If the change affects the Contractor's costs, then the Procurement Manager shall also make an equitable adjustment in the Contractor's compensation.

35. WHOLE AGREEMENTS

The Contract constitutes the whole of the agreement between the parties hereto and neither thereof has been induced to make or enter into the Contract by reason of any promise, agreement, representation, statement, or warranty other than contained herein.

36. PARTIAL INVALIDITY

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

37. TITLES AND HEADINGS FOR CONVENIENCE ONLY

As used throughout this Contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.

38. COMPENSATION

The proposer shall be compensated for work in performance of the contract and per the agreed upon fees. The proposer shall include as part of his invoice a list of all subcontractors and the amounts to be paid to each of the subcontractors from this invoice. DCTA will require specific payment reporting criteria for all payments made to subcontractors and will provide additional information and forms upon selection as the awarded firm.

39. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Denton County Transportation Authority. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts and must be included in contracts between the Denton County Transportation Authority, the prime contractor, subcontracts, and sub-recipients.

40. RETAINAGE

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts.

41. MINORITY OWNED FINANCIAL INSTITUTIONS

In accordance with the requirements of 49 CFR Part 26, and grant agreements between DCTA and the Department of Transportation (DOT), to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. Information regarding financial institutions may be obtained on-line from the Federal Reserve at <https://www.fdic.gov/regulations/resources/minority/mdi.html>

42. NON-DISCRIMINATION

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future solicitations as non-responsible

43. GRATUITIES

It shall be unethical for any person to offer, give, or agree to give any DCTA officer or former DCTA officer, or for any DCTA officer or former DCTA officer to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.

44. FUNDING

Funds for payment have been provided through the DCTA budget approved by the Board of Directors for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current DCTA fiscal year shall be subject to budget approval.

45. FEDERAL FUNDS

DCTA is a recipient of federal funds from the Federal Transit Authority (FTA) and as a recipient of federal funds specific clauses and certifications must be included in any contract that involves the disbursement of federal funds. If federal dollars will be utilized under this contract, Proposers must adhere to the clauses and certifications if applicable. All required clauses and certifications will be included if applicable.

46. PROCUREMENT OF RECOVERED MATERIALS

If federal dollars are utilized for this project all contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

47. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SECTION III INSURANCE REQUIREMENTS

25-05 revision

Proposers performing work on DCTA's behalf shall provide the DCTA a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein within ten (10) days of request from DCTA. Proposers shall provide DCTA evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the Proposer's policy. Work shall not commence until insurance has been approved by DCTA.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-VI or greater as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-VI will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing prior to the award of the Contract.

Listed below are the types and minimum amounts of insurance required and which must be maintained during the term of the contract. DCTA reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

COMMERCIAL GENERAL LIABILITY:

Covering Bodily Injury/Property Damage, Products/Completed Operations and Personal Advertising Injury

• Per occurrence	\$1,000,000
• General Aggregate	\$2,000,000
• Products/Completed Aggregate	\$2,000,000
• Personal Advertising Injury per occurrence	\$1,000,000

Business Auto Liability

to include coverage for:

- Owned/Leased vehicles
- Non-owned vehicles
- Hired vehicles
- Combined Single Limit \$1,000,000

Workers' Compensation Employers' Liability

- Texas Statutory Limits with Employer's Liability limits per occurrence:
- Each accident \$1,000,000
- Disease Policy Limits \$1,000,000
- Disease each employee \$1,000,000

PROFESSIONAL LIABILITY

- Per Claim \$1,000,000
- Per Aggregate \$1,000,000

ADDITIONAL INSURED:

The Commercial General Liability and Business Automobile Liability policies shall name DCTA, its directors and employees, as additional insured regarding Proposer's operations in performance of this Contract.

RAIL LIABILITY INSURANCE:

Required if the contractor will be working in the foul zone of the rail line. Consult with insurance broker to include the appropriate insurance requirements.

Waiver of Subrogation:

The Workers' Compensation and Employers' Liability policies shall provide a waiver of subrogation in favor of DCTA, its officers, directors and employees.

Coverage Primary:

Such insurance as is provided therein shall be primary and non-contributing with any other valid and collectible insurance available to DCTA. The limits of liability required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required herein.

No Commencement Without Coverage:

The Proposer shall not commence work at the site under this Contract until he/she has obtained all required insurance and until such insurance has been approved by DCTA. The proposer shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by DCTA shall not relieve or decrease the liability of the Proposer hereunder.

Certificates:

Certificate of Insurance evidencing insurance coverage as required shall be furnished to the Manager of Contracts and Procurement prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY PROPOSER AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Proposer's coverage), INCLUDING ALL SUBCONTRACTORS. All certificates from Proposer and any subcontractors must be issued reflecting DCTA as the certificate holder. For policies dedicated to a specific project or with a separate aggregate limit for a specific project, Certificates of Insurance shall reflect the Denton County Transportation Authority project number. Failure to furnish the required certificates of insurance within the time allowed shall not be considered cause for modification of any contractual time limits. All policies of insurance presented as proof of compliance with the above requirements shall be on form and with insurance companies approved by DCTA. Certificate of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location, and the cancellation clause as required below.

Certificate Holder

Denton County Transportation Authority
PO Box 96
Lewisville TX 75067

No Lapse or Cancellation:

The Proposer and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall not be canceled, reduced, restricted, or limited until thirty (30) days after DCTA has received written notice. In the event of cancellation or lapse of insurance, the Proposer shall notify DCTA immediately and unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance coverage is supplied to DCTA.

Breach:

Failure to maintain insurance coverage as required herein shall constitute a material breach and default.

SECTION IV: EVALUATION AND SELECTION**1. GENERAL RESPONSIVENESS**

In order for a Proposer to be eligible to be awarded the Contract, the SOQ must be responsive to the Request for Qualification, and DCTA must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive SOQs are those complying in all material aspects of the solicitation. SOQs which do not comply with all the terms and conditions of this solicitation may be rejected as non-responsive. A Proposer may, at any time after the submission of the SOQ, be requested to submit further written evidence verifying that the firm(s) meet the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the SOQ may be rejected.

2. EVALUATION OF PROPOSAL

SOQs will be reviewed for compliance with the requirements of the RFQ. Those SOQs which are deemed incomplete will be rejected. SOQs will also be scored on clarity and completeness.

A committee of DCTA staff will evaluate the responses and will make a recommendation for the award based on the best value to the agency. The committee may choose to shortlist qualified firms and conduct interviews with those shortlisted firms. Scores may be adjusted following interviews to determine a final score. Initial package and interview evaluation and scoring will be based on the criteria in SOQ Ranking and Respondent Evaluation Process.

3. TECHNICAL EVALUATION

Following evaluation and scoring of the technical proposals submitted, DCTA will identify those firms technically qualified to perform the work. If DCTA determines that a SOQ is not technically sufficient or a Proposer is not technically qualified, that SOQ will not be evaluated further.

4. INTERVIEWS

The evaluation committee shall conduct interviews and/or discussions with the most favorable initial SOQ. Interviews may be conducted in person, phone or virtual.

5. BEST AND FINAL OFFER

DCTA reserves the right to request a best and final offer from all or select proposers.

6. CONTRACT AWARD

DCTA intends to award the contract to a single Proposer. DCTA, reserves the right to add and delete items. DCTA further reserves the right to award multiple task order contracts, if deemed appropriate. Award will be made to the responsible firm whose proposal is most advantageous to DCTA. Accordingly, DCTA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not be in the overall best interest of DCTA.

Recommendations for contract award will be qualifications based and contingent upon negotiation of reasonable fees and costs, which shall remain in effect during the contract period.

Contractors recommended for award will be required to enter into DCTA's standard form Contract. The issuance of a Contract does not guarantee the contractor any particular amount of work or any assignment of work during the term of the Contract. DCTA reserves the right to procure services covered by this RFQ from other contractors.

SECTION V: PROPOSAL SUBMITTAL INFORMATION

The responses shall be submitted on electronic standard 8-1/2" x 11" format. The proposal response for Sections / Tabs shall not exceed forty-five (45) single-sided pages.

All information must be assembled and indexed in the order described below. Include this information within the sections below to describe the firm, consultant(s), and key staff members who will be directly involved, a list of references, statement of qualifications; and other information relevant to the services offered and expertise provided by the respondent.

The contactor shall provide the requested information for each section and item of the scope as addressed in Parts 1,2, and 3 in the corresponding TABS and clearly numbered.

The page count shall not include:

- Letter of Transmittal and Exceptions
- Front and back cover and section dividers
- Company brochure (not more than one item), which shall be part of Tab 8.
- Required certificates and forms

Method of Delivery:

Electronically: DCTA receive proposals electronically through PlanetBids. Copies of the documents are available for download at <https://vendors.planetbids.com/portal/59304/portal-home>.

EACH PROPOSAL SHALL INCLUDE THE FOLLOWING INFORMATION:

LETTER OF TRANSMITTAL

The letter of transmittal must contain the following statements and information. Use the numbering format for each section of information:

1. Company name, address, phone number(s), and website.
2. Name, title, email address, and direct phone number of the person(s) to contact and/or who are authorized to represent the firm and to whom correspondence should be directed.
3. A brief statement of your understanding of the services to be performed.
4. A statement indicating if the Proposer is able to comply with Federal requirements as stated in the RFQ or is not able to comply with Federal requirements as stated in the RFQ.
5. The letter must be signed by a corporate officer or person authorized to bind the proposer to the proposal
6. Provide a statement to acknowledgement of **Appendices A, Sections I through VI**. The information provided is in addition to Part 1 through 3.
7. Provide a statement that the proposal will be valid and binding for One hundred-twenty days (120) days following the proposal due date and will become part of the contract.
8. **Provide a list of any, and all, exceptions taken to the solicitation, if there are no exceptions provide a statement NO EXCEPTIONS TAKEN.** If there are exceptions provide the section number, the language and describe the exception taken included with the letter of transmittal. These pages will not be part of the total page count.

Part Two defines specific requirements for the following required response tabs.

TAB 1: Project References (minimum 3)

TAB 2: Firm Description, Experience and Background (including any TOD partners)

TAB 3: Project Team Member Experience (including any TOD partners)

TAB 4: Project Design and Engineering Team

TAB 5: Vision Statement

TAB 6: Budget, Schedule and Contracting

TAB 7: ATTACHMENTS

Include company brochure, copies of referenced certifications, acknowledgement of any Addenda issued, certifications and required forms, and any other attachments or acknowledgement required as part of this submittal.

APPENDIX

The following documents/forms will be completed by the Offeror and must be submitted with the Technical SOQ in **TAB 8: Attachments**.

Documents\Forms:

- Attachment A Bidders Questionnaire
- Attachment B Form CIQ Conflict of Interest Questionnaire
- Attachment C Non-Collusion Affidavit
- Attachment D List of References for Similar Projects
- Attachment E Prohibition of Contracts with Companies Boycotting Israel
- Attachment F Prohibition of Boycott of Firearm Entity or Firearm Trade Association
- Attachment G Prohibition of Boycott Energy Companies
- Attachment H Authorization for Release of Financial Information
- Attachment I Certification and Restrictions on Lobbying
- Attachment J Government Wide Debarment and Suspension (Non-Procurement)

Exhibits: (Does not need to be included with submittal)

1. Exhibit A Sample Task Order Form
2. Exhibit B Sample Agreement
3. Exhibit C Sample Federal Clauses

Each Proposer shall submit a detailed response to the RFQ. The response shall include sufficient information to enable the Denton County Transportation Authority to evaluate the capabilities of the Proposer and its approach to providing the specified services. Unnecessarily elaborate or voluminous responses are neither required nor wanted. Discussion of the firm's past experience, which is not related to the specified services, should not be included. The response shall specifically address the issues raised, and provide the information requested.

It is the responsibility of the proposer to examine the entire RFQ package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

Proposers may not contact members of the Authority's Board of Directors or employees outside of the Procurement Department concerning this procurement. Any proposer violating this provision may be disqualified from consideration in this procurement.

DCTA will not respond to oral requests. Any request for a change to any part of this document must be fully supported with technical data, or other pertinent information evidencing that the exception will result in a condition equal to or better than the required by the RFQ, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by DCTA in the form of an addendum. Only written responses (including e-mail and/or e-mail attachments) provided as addenda shall be official and all other forms of communication with any officer, employee, or agent of DCTA shall not be binding on DCTA.

SECTION VI: DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

Bidder/Proposer Information

Policy Statement: It is the policy of Denton County Transportation Authority and the Department of Transportation with respect to DOT-assisted contracts that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of DCTA contracts. DCTA also encourages the use of small business enterprises in performance on all contracts.

To attain these policy objectives, DCTA's overall agency goal for DBE participation is 10% of federally funded contract amounts.

DBE Obligation: DCTA and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts awarded by DCTA. In this regard, DCTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. DCTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DCTA contracts, including DOT-assisted contracts. "Disadvantaged Business Enterprise (DBE)" means a for-profit small business concern which (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of any publicly owned business in which 51 percent of the stock is owned by one or more such individuals, (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and (c) is a small business concern as defined by the U.S. Small Business Administration (SBA).

DCTA shall make a refutable presumption that individuals in the following groups are socially and economically disadvantaged. DCTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are DBEs:

1. Black Americans
2. Hispanic Americans
3. Native Americans
4. Asian-Pacific Americans
5. Subcontinent Asian Americans
6. Women, regardless of race, ethnicity, or origin

Failure to achieve DBE contract goals. If the contractor fails to achieve the minimum goal established in the contract at the time the contract is awarded or later modified, the contract payments may be reduced as a liquidated damage, and not as a penalty, by the amount equal to the mathematical dollar difference between the total contract amount multiplied by the DBE percentage goal and the actual dollar amount of documented DBE participation in the contract. However, any authorized adjustment in the percentage of DBE participation approved by DCTA may be substituted in this formula for the DBE percentage goal as originally established.

Breach of Contract. All sub recipients, subcontractors, or contractors are advised that failure to carry out the requirements set forth in the Program shall constitute a breach of contract, and, after DOT is notified (on DOT-assisted agreements and/or contracts), may result in termination by DCTA of the agreement or contract, debarment, and/or such other remedy as DCTA deems appropriate. DCTA has a written document that fully describes its DBE policy and program. The document is available upon request at the following address:

Procurement Officer
DCTA DBE Liaison Officer 1955
Lakeway Drive, Suite 260
Lewisville, Texas 75057

II. Compliance Requirements

Compliance with the DBE Policy and Program is essential in order for a Bidder/Proposer to be eligible to enter into a contract with DCTA. Compliance consists of:

- a. Meeting or exceeding the DCTA DBE percentage participation goals established for this solicitation; or
- b. Demonstrating “Good Faith Efforts” to meet such participation goals; or
- c. Demonstrating that the solicitation comes within the exception to the DBE percentage participation goals as being procurement for a standard manufactured item or other similar procurement not open to subcontracting opportunities.

In order to demonstrate compliance through “Good Faith Efforts”, a Bidder/Proposer must submit with its bid/proposal sufficient information to enable DCTA to determine that the efforts made by the Bidder/Proposer to obtain DBE participation were such efforts that a Bidder/Proposer actively and aggressively seeking to meet those goals would make.

Actions or efforts, which are merely “pro forma” or “going through the motions,” do not constitute “Good Faith Efforts” to obtain the participation of DBEs. Similarly, even efforts which are sincerely motivated but which, given all circumstances relevant to the particular solicitation, could not be reasonably expected to produce a level of DBE participation sufficient to meet the goal do not constitute “Good Faith Efforts.” In determining whether a Bidder/Proposer made a Good Faith Effort to obtain the DBE participation percentage goal, DCTA will look at not only the different kinds of efforts that the Bidder/Proposer has made, but also the quality and intensity of these efforts.

To assist DCTA in making the required judgment concerning fulfillment of “Good Faith Efforts,” the Department of Transportation has prepared a list illustrating the kinds of actions, which would indicate that a Bidder/Proposer has made a Good Faith Effort. These kinds of efforts include:

- a. Whether the Bidder/Proposer attended pre-bid meetings that were scheduled by DCTA to inform DBEs of contracting and sub-contracting opportunities; or
- b. Whether the Bidder/Proposer selected portions of the work to be performed by certified DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participations); or
- c. Whether the Bidder/Proposer advertised in general circulation, trade association, and/or minority focus media concerning the sub-contracting opportunities; or
- d. Whether the Bidder/Proposer provided written notice to a reasonable number of specified DBEs that their interest in the procurement was being solicited, in sufficient time to allow such DBEs to participate effectively, or
- e. Whether the Bidder/Proposer followed up initial solicitation of interest by contacting DBEs to determine with certainty whether the DBEs were interested; or
- f. Whether the Bidder/Proposer provided interested DBEs with adequate information about the plans, specifications, and requirements of the solicitation; or
- g. Whether the Bidder/Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on their investigation of the capabilities; or
- h. Whether the Bidder/Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by DCTA or the Bidder/Proposer as Contractor; or
- i. Whether the Bidder/Proposer effectively used the services of available minority community organizations; minority contractor groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

The above criterion is not intended to be an inventory or checklist. DCTA does not require any Bidder/Proposer to do any particular one or any combination of the items on the above list. It is not intended to be an exclusive or exhaustive list of all steps a Bidder/Proposer, acting in good faith, actively and aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

Competitors that fail to meet DBE goals and fail to demonstrate “Good Faith Efforts” may be considered non-responsive to the specifications and may be considered not eligible to be awarded the contract.

To ensure that all obligations under contracts awarded to DBEs are met, DCTA shall review the contractor’s DBE involvement efforts during the performance of the contract. The contractor shall bring to the attention of DCTA any situation in which regularly scheduled progress payments are not made to DBE contractors.

III. Compliance Documentation

To demonstrate compliance with DCTA DBE Policy and Program, it is essential that all required documentation be submitted with the bid/proposal. This documentation consists of the following fully completed forms: DCTA Commitment Agreement Form 4906, and DCTA Good Faith Effort Form GFE, which appear in this Attachment, and additional relevant documentation and information where specified.

DCTA DBE Commitment Agreement Form 4906 **must** be completed by **all** Bidders/Proposers. DCTA Good Faith Effort Documentation also must be completed by a Bidder/Proposer who does not meet the DBE percentage participation goals established for this procurement but who wishes to show compliance with the Policy and Program because of having made Good Faith Efforts to meet those goals. All information relative to the particular method of Bidder/Proposer’s compliance as set out in this document **must be submitted with the bid/proposal**. Any bidder/proposer may also include any additional information it believes would be helpful in demonstrating to DCTA its compliance with DCTA DBE Policy Program. **Information submitted after the deadline for the submission of bids will not be considered.**

IV. Counting Participation Toward Meeting DBE Goal

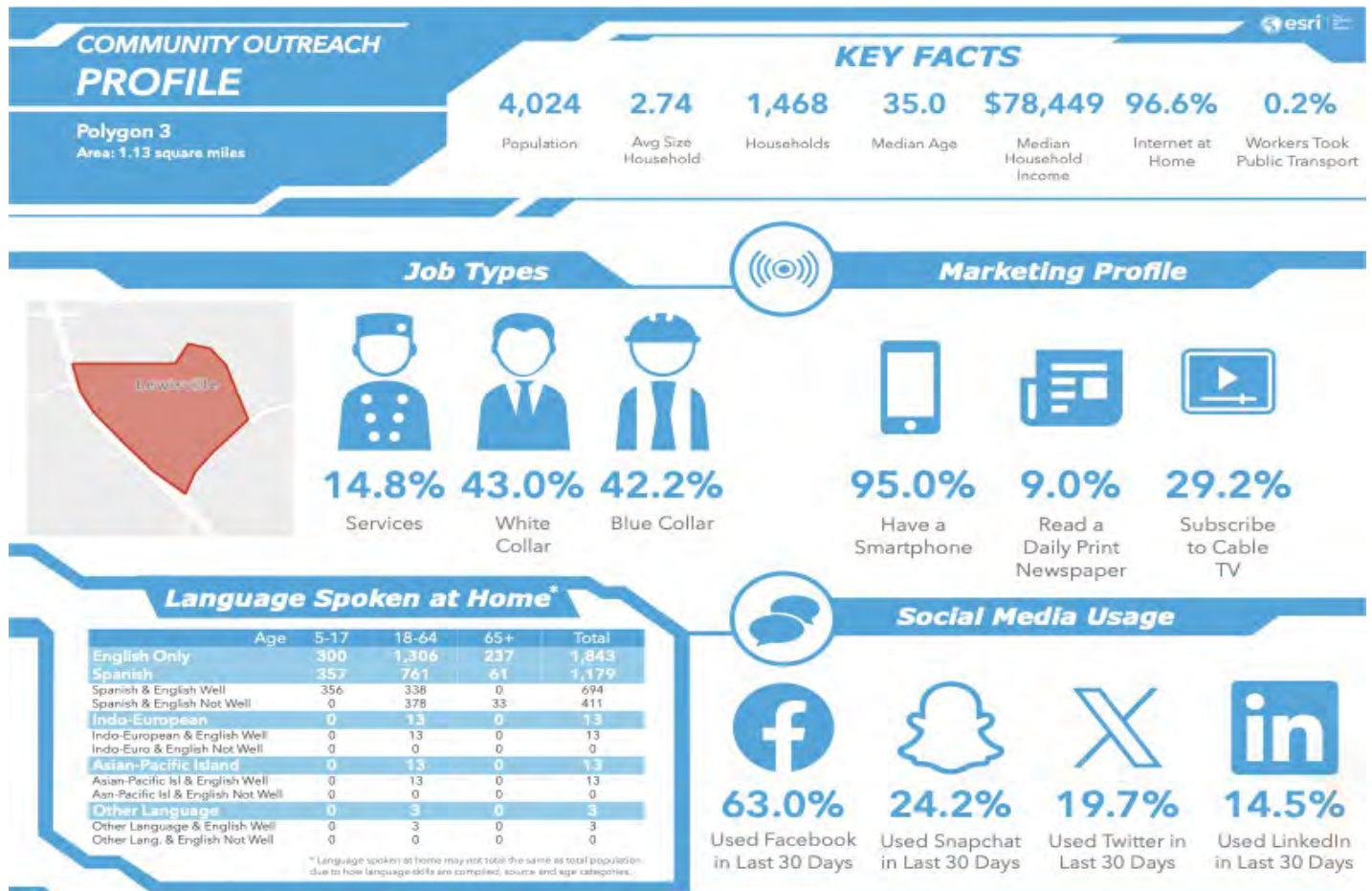
DBE participation shall be counted toward meeting goals set in accordance with DOT’s DBE regulations at 49 CFR Part 26 and DCTA’s program as follows:

1. Once a firm is determined to be a certified DBE in accordance with the provisions specified in this program, the total dollar value of the contract or subcontract awarded to it is counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal.
2. DCTA or the contractor employing a certified DBE firm may count toward its goals a portion of the total dollar value of a contract with a joint venture eligible under the DBE eligibility criteria specified herein equal to the percentage of the ownership and control of the certified DBE partner in the joint venture.
3. DCTA or a contractor will count toward its goals only expenditure to certified DBEs that perform a commercially useful function in the work of a contract. A certified DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a certified DBE is performing a commercially useful function, DCTA or a contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
4. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to DCTA. DCTA’s decision on the rebuttal of this presumption is final, subject to review by the Department of Transportation in instances of DOT-assisted contracts.
5. DCTA or a contractor may count toward its DBE goals expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers provided that the DBEs assume the actual and contractual responsibility for the provision of the materials and supplies. DCTA or a contractor, may count its entire expenditure to a certified DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). DCTA will count 60 percent of its expenditure to certified DBE suppliers that are not manufacturers, provided that such suppliers perform a commercially useful function in the supply process.

B. Market Summary Information



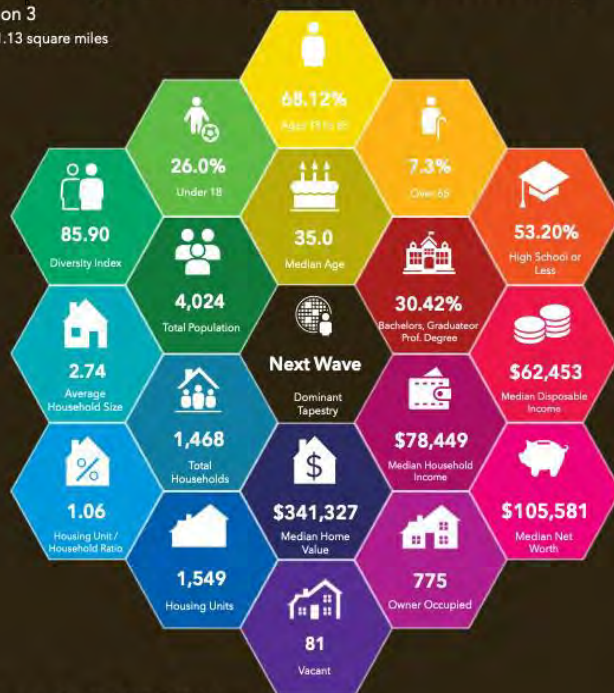
C. Market Demographic Summary



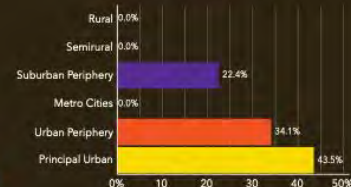
Source: This infographic contains data provided by Esri (2024, 2029), Esri-MRI Simmons (2024), ACS (2018-2022), © 2024 Esri.

Tapestry Demographic Summary

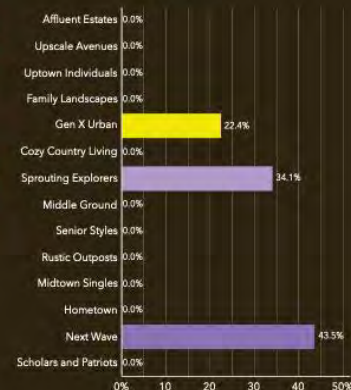
Polygon 3
Area: 1.13 square miles



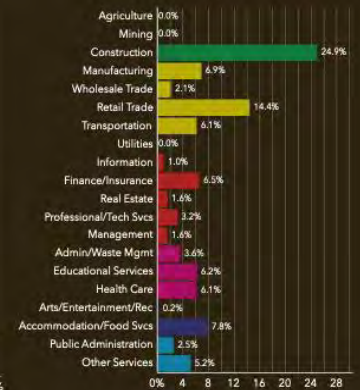
Urbanization Groups



Lifemodes

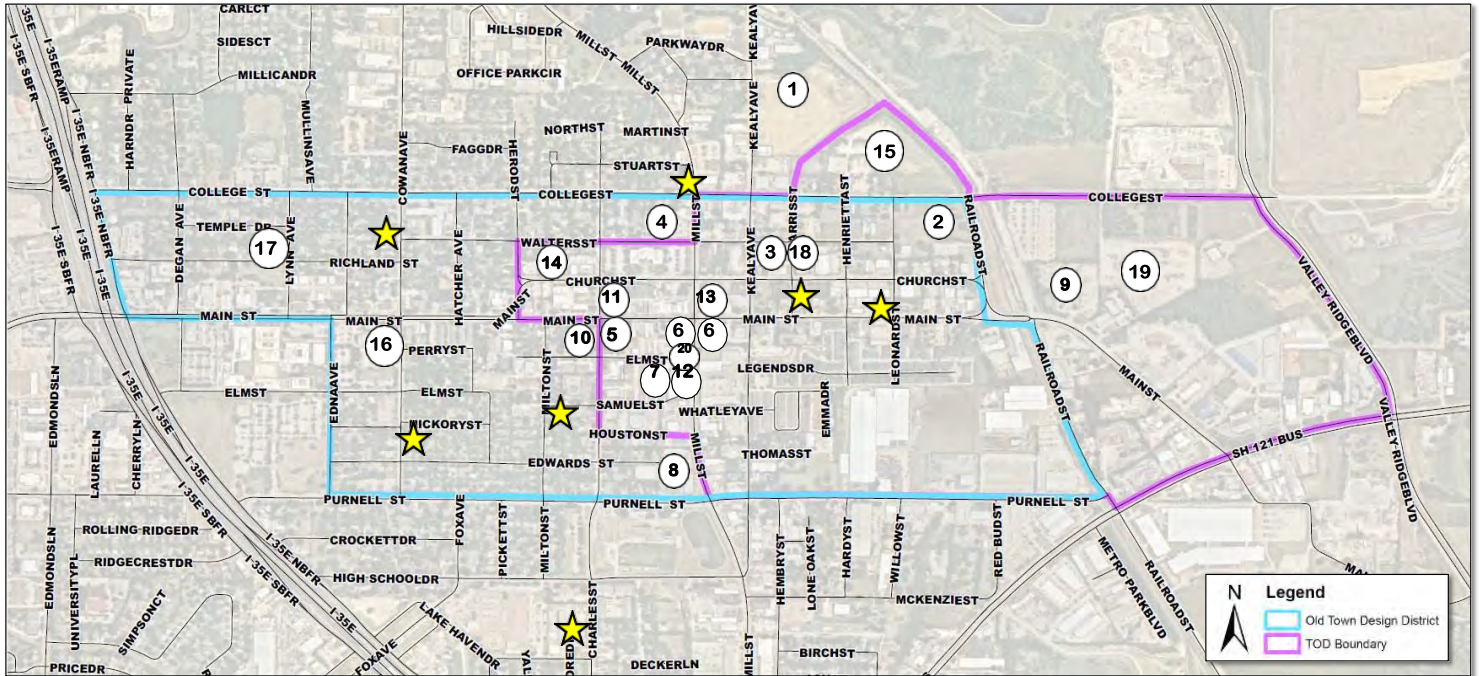


Labor Force by Industry



Source: This infographic contains data provided by Esri (2024, 2029), Esri-MRI Simmons (2024), ACS (2018-2022).

D. Developments in Old Town Lewisville



1. **Legacy Pointe**—Single Family, 97 Units (Complete)
2. **Station at Old Town (Aura)** —Multi-Family, 286 Units (Complete)
3. **Harris 4 Townhouses**—4 for-sale townhomes (Complete)
4. **Walters Street Brownstones**—19 unit Townhouse dev Ph II (Complete)
5. **170 W. Main**—3 story mixed-use residential , office, retail/rest (Complete)
6. **Main and Mill Lofts**— 203 Units, Mixed-use rest/retail (Complete)
7. **South Village**—91 units (SF, TH, condos), 8,000 sf retail (Complete)
8. **Mill at Old Town**—Redevelopment to 213 unit urban apartment (Complete)
9. **DCTA Project**— Master plan includes a mixed use development (Proposed)
10. **City owned Property (tap house, brewery, beer garden)** (Proposed)
11. **Deck on Main**—3 story restaurant/retail, office , event space (Under Construction)
12. **Sullivan BBQ**—BBQ and bodega (Complete)
13. **Sparrow Collective**—9,000 sf retail/marketplace, office, event space (Complete)
14. **3 Restaurants**—Seven Mile Café; D'Nonna; Palapas Seafood (Complete)
15. **Whitlow (Old Town Station)** — 4 story 420 units, retail along College St. (Under Construction)
16. **Aura Main Street**— Multi-Family, 325 Units (Under Construction)
17. **Richland St. Multi-Family (2 buildings)** - Bldg 1—Retail/Office 5 story 47 MF units (Under Construction)
18. **Harris 7 Townhomes**—7 For Sale Townhomes (Under Construction)
19. **The Standard at Old Town**—Affordable housing project including 600 Multi-Family units (In Design)
20. **Foodzies**—3 story mixed-used retail/grocery/restaurant and for-sale residential condos (Proposed)

 Upcoming projects



City Hall – credit: City of Lewisville



Wayne Ferguson Plaza – credit: City of Lewisville



Deck on Main – credit: City of Lewisville



Main & Mill Mixed-Use Development – credit: Sunridge Management / Main & Mill



Main Street Retail – credit: City of Lewisville



Seven Mile Cafe – credit: Seven Mile Cafe



Prairie House Restaurant – credit: Prairie House / Lewisville Live



The Mill Old Town – credit: City of Lewisville



Elite Residence Townhomes – credit: Elite Residence / City of Lewisville



Andy Eads
Denton County Judge

May 29th, 2025

Mr. Paul Cristina
Chief Executive Officer
Denton County Transportation Authority
1955 Lakeway Drive, Suite 260
Lewisville, TX 75057

Subject: Support for Mixed-Use Transit-Oriented Development at Old Town Lewisville A-train Station

Dear Mr. Cristina,

On behalf of Denton County, I am pleased to express our strong support for Denton County Transportation Authority's (DCTA) proposed mixed-use Transit-Oriented Development (TOD) project located on the agency's property, adjacent to the Old Town A-train station. This project aligns with the County's commitment to the enhancement of transit-accessible, high-quality development that supports regional mobility and economic growth.

As both the Denton County Judge and the Secretary of the DCTA Board of Directors, I have been actively engaged in shaping the vision for this development through participation in the Old Town TOD Working Group. Our shared goal has been to create a dynamic, pedestrian-friendly environment that maximizes the benefits of transit accessibility while fostering economic growth and community engagement. This development aligns with Denton County's broader efforts to enhance mobility, attract investment, and improve the quality of life for our residents.

Denton County intends to be an active partner to ensure the success of this project. To demonstrate our commitment, the County is prepared to participate financially in the construction of public open spaces and shared parking garages, depending upon the specifics of the development proposal. While the exact scope and financial contributions will be determined through negotiations with the selected developer, the County is committed to partnering with DCTA to facilitate the necessary improvements that will make this project viable and successful.

Denton County looks forward to continuing our partnership and collaboration to bring this transformative project to fruition. Please do not hesitate to reach out if there are further opportunities for the County to support this effort.

Sincerely,

Andy Eads
Denton County Judge
Secretary, DCTA Board of Directors



July 7, 2025

Mr. Paul Cristina
Chief Executive Officer
Denton County Transportation Authority
1955 Lakeway Drive, Suite 260
Lewisville, TX 75057

Subject: Support for Mixed-Use Transit-Oriented Development at Old Town Lewisville A-train Station

Dear Mr. Cristina,

On behalf of the City of Lewisville, I am pleased to express our strong support for Denton County Transportation Authority's (DCTA) proposed mixed-use Transit-Oriented Development (TOD) project located on the agency's property, adjacent to the Old Town A-train station. This project aligns with the City's long-term vision for the continued revitalization of Old Town Lewisville and the enhancement of transit-accessible, high-quality development that supports regional mobility and economic growth. Additionally, this project will advance the goals identified in the City's Old Town Master Plan of creating an eastern anchor and expand downtown to the east of railroad tracks.

As Mayor of Lewisville and Chair of the DCTA Board of Directors, I have actively engaged in shaping the vision for this transformative project on behalf of the City. Furthermore, the City recognizes that well-planned TOD provides a host of benefits, including increased transit ridership, reduced congestion, enhanced economic activity, and a vibrant, walkable community. This development will serve as a cornerstone for future growth in the area, through the introduction of a new regional destination attraction and integration of office, commercial, and public spaces in a way that complement the character and historical significance of Old Town.

The City intends to be an active partner to ensure the success of this project. To demonstrate our commitment, the City is prepared to support zoning and expedited regulatory review as well as participate financially in the critical infrastructure at this site, including public streets, utilities and open spaces. Depending upon the specifics of the development proposal, the City is open to exploring opportunities to participate in the construction of a shared parking garage. While the



exact scope and financial contributions will be determined through negotiations with the selected developer, the City is committed to partnering with DCTA to facilitate the necessary improvements that will make this project viable and successful.

The City appreciates DCTA's leadership in advancing this economic opportunity for Old Town Lewisville and looks forward to working collaboratively to bring this vision to life. Please do not hesitate to reach out if further discussion or support is needed.

Sincerely,

A handwritten signature in green ink, appearing to read 'TJ Gilmore', with a long horizontal flourish extending to the right.

TJ Gilmore,
Mayor



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163
214-749-3278

June 12, 2025

Mr. Paul Cristina
Chief Executive Officer
Denton County Transportation Authority
1955 Lakeway Drive, Suite 260
Lewisville, TX 75057

Dear Mr. Cristina:

Dallas Area Rapid Transit (DART) appreciates the opportunity to provide this letter of support for Denton County Transportation Authority's (DCTA) proposed mixed-use Transit-Oriented Development (TOD) project located at the Old Town A-train station. DART has long been an advocate for TOD as a means of enhancing transit ridership, economic development, and community amenities, as demonstrated by the several joint development projects around DART's stations. DCTA's effort to advance TOD in Old Town Lewisville promotes economic growth and transit connectivity for the benefit of the region and both the DCTA and DART transit systems.

DART values its long-standing partnership with DCTA and supports continued coordination to ensure regional alignment on the overall vision for this transformative development in Lewisville. As the owner of the rail corridor leased to DCTA to operate the A-train, DART has a vested interest in the success of this project and its impact on regional mobility and economic growth. DART supports DCTA's vision to convert DART-owned property west of the station into an inviting public park space – tying the existing Old Town development on the west to transit services on the east – and looks forward to working with DCTA and the City of Lewisville to execute the appropriate real estate instruments for implementation.

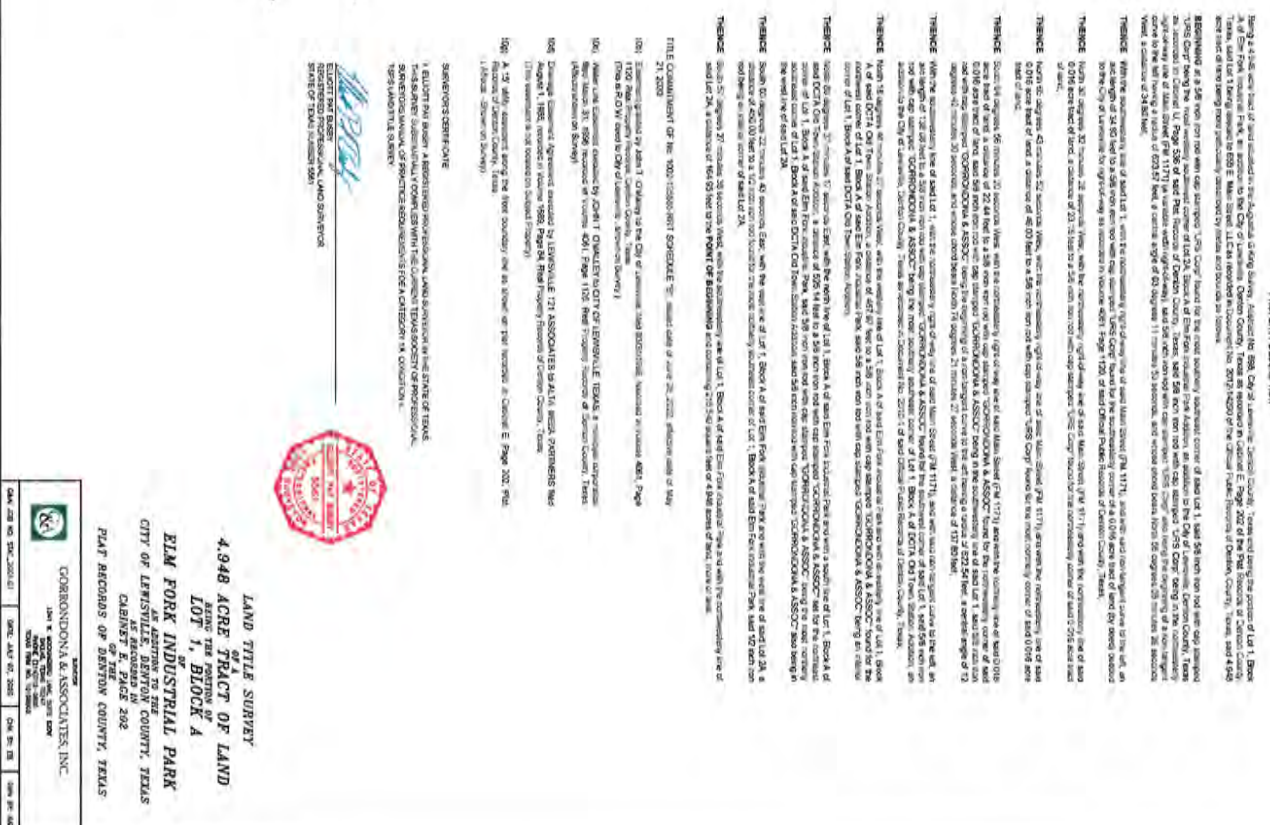
Please do not hesitate to reach out if there are further opportunities for DART to assist in advancing this important project for your agency and the region.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nadine S. Lee", is written over a light blue circular stamp.

Nadine S. Lee
President & Chief Executive Officer

c: Dee Leggett, DART, Executive Vice President/Chief Development Officer
Jeamy Molina, DART, Executive Vice President & Chief Communications Officer



	SALARY	
GORRONDONA & ASSOCIATES, INC.		
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