

Zimbra

rocio.villarreal@co.hidalgo.tx.us

---

**Finalizing RFQ Packet-Program Manager for Hidalgo County New Courthouse**

---

**From :** Rocio Villarreal  
<rocio.villarreal@co.hidalgo.tx.us>

Wed, Aug 10, 2016 04:58 PM

 3 attachments

**Subject :** Finalizing RFQ Packet-Program Manager for  
Hidalgo County New Courthouse

**To :** John R. Hawkins  
<jhawkins@porterhedges.com>, Charles  
Comiskey <charles.comiskey@bch-  
insurance.com>

**Cc :** The Honorable Ramon Garcia  
(ramon.garcia@co.hidalgo.tx.us)  
<ramon.garcia@co.hidalgo.tx.us>, Honorable  
Arturo C. Cuellar, Jr.  
<ac.cuellar@co.hidalgo.tx.us>, Eduardo Cantu  
<eduardo.cantu@co.hidalgo.tx.us>, The  
Honorable Joe M. Flores  
<joe.flores@co.hidalgo.tx.us>, Joseph Palacios  
<joseph.palacios@co.hidalgo.tx.us>, Steve  
Crain <scrain@atlashall.com>, Valde Guerra  
<valde.guerra@co.hidalgo.tx.us>, Martha  
Salazar <martha.salazar@co.hidalgo.tx.us>,  
Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>,  
Erika Reyna <erika.reyna@co.hidalgo.tx.us>,  
roberto villarreal  
(roberto.villarreal@co.hidalgo.tx.us)  
<roberto.villarreal@co.hidalgo.tx.us>, Yolanda  
Chapa <yolanda.chapa@co.hidalgo.tx.us>,  
Michael Leo <michael.leo@co.hidalgo.tx.us>,  
Raul Lozano <raul.lozano@co.hidalgo.tx.us>,  
armando garzajr  
<armando.garzajr@co.hidalgo.tx.us>, Erika  
Zamora <erika.zamora@co.hidalgo.tx.us>,  
Mona Parras <mona.parras@co.hidalgo.tx.us>,  
Domingo Villarreal  
<mingo.villarreal@co.hidalgo.tx.us>, maria  
lucio <maria.lucio@co.hidalgo.tx.us>, Heidi  
Ortiz <heidi.ortiz@co.hidalgo.tx.us>

Mr. Hawkins and Comiskey:

As requested by Commissioners' Court Meeting on Tuesday, August 9, 2016 the following changes are being requested:

Exhibit A

1. Language needs to be incorporated in the requirements to advise vendor they must be able to secure a dedicated insurance policy for the project at least \$5 million or more.
2. Language needs to be incorporated in the experience of the list of project to include the dedicated insurance policy for each project.

Exhibit B

1. Under 3. Relevant Experience- remove first bullet including the 5 points and add the 5 points to second bullet equaling to the amount of 10 points to Relevant program management experience.

Exhibit C

1. PLI will be a min. of \$5 million and all other insurance will be a min. of \$1 million with a \$10 million umbrella.

Please provide the revised exhibits so we may proceed to have final approval from legal counsel.

Thank you.

ROCIO VILLARREAL  
HIDALGO COUNTY PURCHASING DEPT.  
CONTRACTS MANAGER  
(956) 318-2626 Work  
(956) 292-7000 Ext. 4868 Work  
rocio.villarreal@co.hidalgo.tx.us  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

---

**From:** "John R. Hawkins" <JHawkins@porterhedges.com>  
**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>  
**Cc:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Steve Crain" <scrain@atlashall.com>, "David D. Peden" <DPeden@porterhedges.com>, "Yolanda Chapa" <yolanda.chapa@co.hidalgo.tx.us>, "roberto villarreal (roberto.villarreal@co.hidalgo.tx.us)" <roberto.villarreal@co.hidalgo.tx.us>, "Erika Reyna" <erika.reyna@co.hidalgo.tx.us>, "Michael Leo" <michael.leo@co.hidalgo.tx.us>, "armando garzajr"

**EXHIBIT “A”**  
**Requirements**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**HIDALGO COUNTY**

(Including all funding sources, programs, and entities)

***“PROGRAM MANAGEMENT SERVICES  
FOR  
NEW COUNTY COURTHOUSE”***

**RFQ No.: 2016-267-00-00**

County of Hidalgo will be accepting Statements of Qualifications (“SOQ”) from qualified firms for Program Management Services for New County Courthouse. Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of “*Program Management Services for New County Courthouse*” (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M. , Wednesday, Month 00, 2016** ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

The following outlines the Request for Qualifications:

## **SECTION- I** **GENERAL TERMS AND CONDITIONS**

### **RFQ DOCUMENT SUBMITTAL/DELIVERY:**

A total of **one (1) original and three (3) copies and eight (8) CD’s in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their responses, all documentation requested in this RFQ. Refer to enclosed RFQ Checklist form for documents to be included with your response.

**Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company’s name, RFQ number 2016, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ’s, bids, proposals and/or quotes) shall be the responsibility of the respondent participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**PROPOSER’S AFFIDAVIT:** Respondents to this RFQ must submit a signed Proposer’s Affidavit (attached herein in Exhibit E) certifying that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer’s Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

**NON-DISCRIMINATION:** Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:** Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the Respondent's ability.

**RESPONDENT DEFAULT:** Hidalgo County reserves the right, in case of Respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:** Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to rocio.villarreal@co.hidalgo.tx.us BY NO LATER THAN** \_\_\_\_\_, 2016 at 5:00 p.m. Responses will be sent to all applicants by \_\_\_\_\_, 2016. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:** In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:** Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful Respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**DAVIS BACON ACT:** Program Manager (PM) when required by County will be responsible to monitor and enforce the minimum wage provisions of the Davis Bacon Act and the various statutes dealing with funding for construction that contain similar minimum wage provisions.

## **SECTION-II** **RFQ REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS:** The required contents and limitations for the preparation of the SOQ, as well as the anticipated Scope of Services are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted SOQ. The participating firm(s) should provide proof that their insurance programs meet the requirements of Exhibit C.

**UNDERSTANDING OF THE PROJECT:** This section of the SOQ should demonstrate the Respondent's understanding of the Project needs, the services required, and any local issues or concerns.

The development of a project such as the Courthouse Project is an uncommon occurrence for the County. Accordingly, the County does not employ fulltime professionals or staff necessary to provide the County's program management necessary for a development of this scale. The overall objective is to provide Program Manager ("PM") services encompassing planning support, community outreach, design management, construction project management, field inspection services, warranty management and asset preservation, project controls, administration and compliance monitoring of funds or other related services for the Project. It is imperative that the implementation of the Project be completed on schedule and within budget. The selected firm and its key personnel must have PM experience in the management and execution of similar major, public, capital improvement that involve construction. It is not necessary that the experience be courthouse specific, but such experience is relevant. Accordingly, the SOQ should list any relevant experience as a program manager on a courthouse project in any state within the past ten years including the name of the key personnel on such projects and whether such persons are still with your firm.

This description should be concise, candid and limited to 3 pages in length.

**FIRM QUALIFICATIONS:** This section of the SOQ should address how the selected PM will act as County's advocate and represent the County in managing the Project development process.

The successful respondent must demonstrate a highly qualified ability to accomplish the objectives of this RFQ. Additionally, the successful Respondent must demonstrate a deep understanding of strategies to achieve a high-performing building development process and physical building that shall be accomplished within the Project budget

The PM must be experienced in and capable of providing the following services generally described below and in the Scope of Services. The County may in its discretion choose not to procure some portions the following or Scope of Services and may request other services not listed below.

### **SUMMARY OF SCOPE OF REQUIRED SERVICES:**

- a) *Management of Design Phase:* The PM shall be responsible for providing project management of the remaining portions of the design phase and support the development of scopes of construction work to be included in design review and construction packages.
- b) *Management of Overall Task Sequencing:* The PM shall be responsible for developing of a Gantt chart or similar device with sufficient detail to establish the overall sequence of Project elements and timing for completion of each element and the overall Project
- c) *Management of Construction Phase:* The PM shall be responsible for providing project management of the construction phase.
- d) *Field Inspection Services:* The PM shall be responsible for providing field inspection services as necessary

to ensure compliance to schedule, budget, quality and other CMAR contractual requirements.

- e) *Project Controls*: The PM shall be responsible for coordinating with the appropriate persons to manage the processing of schedules, design deliverables tracking and distribution, invoices, contracts, change orders, amendments and other controls to develop systems that result in the delivery of work and services on time and in budget.
- f) *Project Close Out*: The PM shall be responsible for assisting in the preparation of documentation for close-out. Close-out includes the set-up of preventive maintenance programs, management of warranties and asset preservation for each project executed. The PM shall be responsible for all necessary financial reports.
- g) *Temporary Facilities*: The PM may be responsible for management of temporary locations as needed for swing space.

### **Phases of Activities**

The PM is expected to provide PM services during the following phases of the Project:

- a. Design Development Phase
- b. Construction Document Phase
- c. GMP and Procurement Phase
- d. Construction Phase
- e. Commissioning and Activation Phase
- f. Contract Closeout Phase

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

**PERSONNEL AND STAFFING**: The SOQ should provide an organizational chart for the proposed Project personnel and a summary paragraph of the Project services to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific Project responsibilities should be provided for all proposed personnel. A statement should also be included about such personnel's education, training and experience related to the services to be provided. There is a one (1) page limitation for each biographic summary provided.

### **ADDITIONAL INFORMATION REQUIRED**

Additionally, the SOQ should include, but not limited to the following information:

- a. Firm name, address, phone number and person to contact regarding the SOQ;
- b. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services, especially those for public governmental entities. This should also include the following information:
  - Evidence of achievements acquired by PM staff;
  - Representative PM experience relevant to the Project;
  - list any relevant experience as a program manager on a courthouse project in any state within the past ten year including the name of the key personnel on such projects and whether such persons are still with your firm.

- List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance;
- Statement of the ability to commence services immediately after successfully negotiating a contract for services;
- Familiarity with and experience in the geographical area of the Project; and
- Statement regarding achievement of HUB or MBE/WBE goals.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL**

The fee will be negotiated in accordance with the Professional Services. Procurement Act, Tex. Govt. Code Arm. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

**PROJECT DESCRIPTION AND SCOPE OF SERVICES**

**1) GENERAL PROJECT DESCRIPTION**

The County of Hidalgo, Texas (“County”) is developing a replacement courthouse (“Project”). It is anticipated that the Project building will include approximately 400,000 to 500,000 square feet, 24 courtrooms, District and County Clerks’ offices, and other offices and room for expansion.

A proposal was submitted in response to an RFQ from a design team comprised of EROS/HDR/Halff and Balfour Beatty, which contained a schematic design. A copy is attached for information about the Project parameters, **Exhibit \_\_\_\_**. Subsequently, a team led by HOK prepared a peer review and suggested an alternative design, which is also attached, **Exhibit \_\_\_\_**. These documents provide the basic characteristics of the facility being developed, which is now at the Schematic Design Phase level and apparently ready to be taken to the Design Development Phase level upon architect selection. The Architect of record has not been selected.

**2) SCOPE OF SERVICES:**

This RFQ is intended to obtain PM services in accordance with all applicable law pertaining to the procurement of professional services and the requirements of this RFQ. The Respondent should recommend any tasks and services it thinks advisable in addition to those described below and any services it considers inefficient and unnecessary for this Project.

**2.1 Responsibilities and Deliverables**

The PM’s Responsibilities and Deliverables for the Project may include, but are not limited to, the following.

**2.1.1. Responsibilities:**

- Provide personnel and managers to which the County has no reasonable objection who have the education, training and experience to carry out the scope of services required for a successful project.
- Develop a Program Management Plan with County input that defines Project requirements and goals. This document should provide guidelines for the Project stakeholders’ activities and provide, without limitation, strategies for accomplishing such requirements and goals.
- Develop media and PR documents, websites and events under the direction of Commissioners Court’s authorized representative.
- Develop project controls for managing the development of the Project on behalf of the County, which shall include, without limitation, controls for construction and other documents, financial matters, quality and inspections, administration of contracts, compliance monitoring and close-out.
- Develop a master schedule that is continuously updated and coordinated with professionals’, CMAR’s and subcontractors’ schedules, submittal schedules, inspection schedules, permit

- schedules, and occupancy schedules. Provide recommendations for schedule modifications to complete the Project on time and factors to consider in making any modifications. Recommend recovery actions and solutions on a timely basis to ensure appropriate corrective decisions are made.
- f. Assist with Project budget development. Develop master budgeting tools and controls. Obtain and monitor design-to-budget estimates for each design review issuance and bid package. Provide recommendations for modifications to complete the Project within budget and factors to consider in making any modifications. Recommend recovery actions and solutions on a timely basis to ensure appropriate corrective decisions are made.
  - g. Monitor professional services and administer their contracts with the County to ensure delivery for periodic reviews within the established schedule and cost parameters and in compliance with quality assurance requirements. . Consult and advise on construction cost versus long term maintenance cost choices as the design develops. Provide timely professional service communications. Develop and implement appropriate recovery strategies when management objectives are at risk.
  - h. Develop and implement strategies to implement and maximize the value of Construction Manager at Risk (“CMAR”) Project delivery, possibly including fast-track delivery techniques and multiple construction document packages, which would enhance the building program goals of high quality buildings delivered on time and within budget.
  - i. Assist the County in providing regular reports to Commissioners Court, County officials and personnel, the City Council of Edinburg and other stakeholders and in administering and facilitating agreements between the County, the City Council of Edinburg and other stakeholders.
  - j. Assist the County as required in program financial or programmatic audits.
  - k. Evaluate and review any design errors and omissions that breach the applicable professional standard of care, rendering professional opinions to County and assisting County in recovery efforts if necessary.
  - l. Monitor during design and construction compliance with all federal, state and local applicable environmental requirements, standards, building and accessibility codes, ordinances, flood and drainage requirements and regulatory requirements.
  - m. Manage the submittal and obtaining all required documents for approval by Federal, State, County, City, and flood district and other governmental agencies having jurisdiction over the Project.
  - n. Provide document quality assurance/quality control reviews.
  - o. Verify that all addenda have been incorporated into the final plan set prior to start of construction.
  - p. Organize and conduct a pre-construction conference. The agenda will cover, without limitation, site organization, communications, coordination, correspondence, submittals, meetings, requisitions, change orders and schedule. The conference will include all project stakeholders including the County representatives, the architect and consultants and the CMAR.
  - q. Monitor and assist in construction document dissemination.
  - r. Support and assist CMAR in the construction program procurement plan and schedule.
  - s. Provide a full-time site representative for inspections and other activities.
  - t. Provide project management of construction activities. Conduct and lead regular jobsite meetings, oversee quality assurance testing and inspection programs and monitor contractor and subcontractor work for deficiencies. Maintain copies of all contract documents, RFI’s, ASI’s, submittals, change orders, pay applications, and other documentation. Monitor contractor and subcontractor safety programs. Monitor communication, processing and documentation of same.
  - u. Report potential budget and schedule variances and monitor implementation of recovery

- plans to achieve on-time Project completion.
- v. Monitor and inform the County of Project cash flow.
  - w. Ensure that all contract drawings, terms and conditions are adhered to during the construction phase.
  - x. Validate accuracy and supporting documentation of pay applications of architect and other consultants such as testing firms.
  - y. Monitor CMAR work quality and compliance with the terms of the contract and the quality level expected for the Project in a manner coordinated with on-site activities of the design professionals. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. Work with architects to assist in monitoring the quality of the work being performed and ensure the CMAR maintains the quality expected as well provide any corrective action required for any identified deficiencies. Monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing and on-site testing. Develop monitoring and tracking procedures to be followed by all testing inspection consultants. **The PM shall not interfere with or take on any control over any construction means, methods, sequences, techniques or safety programs of CMAR or its subcontractors or suppliers.**
  - z. Participate in and make recommendations on the issuance of the certificates of substantial completion and conduct final inspections with County personnel.
  - aa. Participate in and make recommendations on the issuance of the certificate of final completion.
  - bb. Ensure that the efforts of County departments are coordinated with the on-site CMAR activities.
  - cc. Manage and facilitate the implementation of all commissioning processes and guidelines throughout the Project duration.
  - dd. Assist in coordinating furnishings, fixtures and equipment installation as requested by the County and Project move-in.
  - ee. Administer post construction close-out, start-up, and transition to operation including ensuring receipt of all operations and maintenance manuals, warranties and as-built drawings.
  - ff. Expedite final Project close out and approval for final payment to CMAR and assist in all post construction dispute resolution as necessary.
  - gg. The County may require commissioning services for some building systems to be determined such as HVAC and any LEED certification.

2.1.2. ***Deliverables (including, without limitation)***

- a. Organizational chart for managers and key County and PM staff of the Project with biographical information of all PM personnel and managers.
- b. Program Management Plan.
- c. Task sequencing plan.
- d. Project Controls.
- e. Master Schedule.
- f. Master budgeting tool and controls.
- g. Cost estimating documents and controls.
- h. All reports, charts and controls generated in performance of Project Responsibilities.
- i. Full-time site representative.
- j. Regular reports on Project's progress including, but not limited to, Project cost, schedule, cash flow projections, change orders and work status.
- k. Project controls, performance and management metrics and related reports to assure all

- activities proceed on schedule, within scope, within budget and at quality levels agreed to.
- l. Within 30 days of contract award, submit a contractor outreach and public communication plan that encourages participation of MWBE involvement throughout the services assigned to the PM and periodic reports on reaching goals.
  - m. Check-list for each design submittal to ensure that the County has considered all applicable issues and the most current information is delivered to CMAR.
  - n. Document issuance controls.
  - o. Daily project field reports of all the details of the work including, without limitation, weather, manpower, CMAR equipment, material and equipment deliveries, general description of work being performed, presence of design professional perform contract administration duties, assessments of quality and workmanship and location Issues and areas of concern or critical to job progress in both electronic and hard copy forms.
  - p. Project progress photos.
  - q. Reports on completion of CMAR's punch-lists and substantial completion inspections.
  - r. Recommendations, reports and documentation on any change orders and claims by the CMAR or its subcontractors
  - s. Delivery of all as-built drawings, warranties and Project service documentation to County for record keeping purposes.

### 3) **CMAR PAY APPLICATION PROCESSING**

The PM will develop and implement a two-step process for the review and approval of monthly CMAR payment applications and will process the final application for payment.

- 3.1. During the final week of each month, PM will conduct a payment application review meeting to include architect and CMAR for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.
  - 3.2. A second meeting will be held with the contractor to review the corrected payment application. If acceptable, PM will recommend approval to the architect and County. If changes need to occur, PM will work with the CMAR to get all changes made as soon as possible for acceptance.
  - 3.3. PM, with input from architect, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims. Once PM, together with the architect, is satisfied that all contractual obligations have been met will recommend approval and submit to the County the final pay request.
-

# **SECTION-III**

## **SELECTION / EVALUATION**

### **SELECTION/EVALUATION PROCESS:**

The respondent's SOQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form." The evaluation system consists of a 105-point system.

#### **1) Professional Qualifications (25 Points)**

The Respondent must demonstrate a highly qualified ability to accomplish the objectives of this RFQ and a deep understanding of strategies to achieve a high-performing building development processes and physical building that shall be accomplished within the Project budget and schedule. The Respondent must demonstrate that it is experienced in and capable of providing the services described in the Scope of Services.

The Respondent must demonstrate its qualifications and experience in providing the types of services that will be required:

- a. *Management of Design Phase:* The PM shall be responsible for providing project management of the remaining portions of the design phase and support the development of scopes of construction work to be included in design review and construction packages.
- b. *Management of Overall Task Sequencing:* The PM shall be responsible for developing of a Gantt chart or similar device with sufficient detail to establish the overall sequence of Project elements and timing for completion of each element and the overall Project
- c. *Management of Construction Phase:* The PM shall be responsible for providing project management of the construction phase.
- d. *Field Inspection Services:* The PM shall be responsible for providing field inspection services as necessary to ensure compliance to schedule, budget, quality and other CMAR contractual requirements.
- e. *Project Controls:* The PM shall be responsible for coordinating with the appropriate persons to manage the processing of schedules, design deliverables and distribution, invoices, contracts, change orders, amendments and other controls to develop systems that result in the delivery of work and services on time and in budget.
- f. *Project Close Out:* The PM shall be responsible for assisting in the preparation of documentation for close-out. Close-out includes the set-up of preventive maintenance programs, management of warranties and asset preservation for each project executed. The PM shall be responsible for all necessary financial reports.
- g. *Temporary Facilities:* The PM may be responsible for management of temporary locations as needed for swing space.

**2) Experience of Project Team and Ability to Commit Resources (25 Points)**

The Respondent must demonstrate that its key personnel that would be assigned to the Project are well qualified by education, training and applicable experience to competently carry out the goals and requirements stated in the RFQ.

The Respondent must provide an organizational chart for the proposed Project team and a summary paragraph of the Project services each would perform. The Respondent must designate experienced technical staff to completely and efficiently perform the Services, either through their own personnel or consultants. The Response must identify the Project team composition, Project leadership, reporting responsibilities and address how consultants would fit into the team structure. Biographical summaries that highlight the experience relevant to the specific Project responsibilities should be provided for all proposed personnel. A statement should also be included about such personnel's education, training and experience related to the services to be provided. There is a one (1) page limitation for each biographical summary provided.

The Respondent must provide assurances of how its qualified team members would be committed to this Project, full- or part-time. Such information should also describe other of Respondent's resources that would be available and committed.

**3) Relevant Experience (20 Points)**

The Respondent must have adequate experience as PM for varied projects of a similar nature and scope and shall be registered to do business in the State of Texas. Scope of relative projects must be included as well. Any relevant experience as a program manager on a courthouse project in any state within the past ten years is relevant

In the following criteria for minimum and preferred qualifications and experience need not consist of continuous work but may be made up of discontinuous periods of full-time services with cumulatively equivalent years of experience.

- Minimum Qualifications - The Respondent must have been PM for two (2) different types of projects and must have been personally involved with 50% of the technical development of the projects;
- Preferred Qualifications - The Respondent must have been PM for five (5) different types of projects and must have been 85-100% involved with the technical development of the projects.

**4) Understanding of the Project (20 Points)**

The SOQ shall:

- Demonstrate an understanding of the Scope of Services
- Identify information to be gathered or obtained
- SOQ clearly demonstrates an understanding of this Project

The SOQ shall be clear, well organized, easy to evaluate and appropriate to this RFQ.

- Minimum Qualifications - The SOQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.
- Preferred Qualifications - The SOQ must address the proposed approach to complete the Scope of Services and identify information to be gathered or obtained and how it would be used in addition to the minimum qualifications.

**5) Familiarity With Applicable Rules and Regulations (10 Points)**

The SOQ must indicate through past experience of the proposed team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

- Minimum Qualifications - The SOQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.
- Preferred Qualifications - Suitable examples of previous projects completed in the area by the PM in addition to the minimum qualifications.

**6) Location of Principal Firm Office (5 Points)**

Local presence of your business is of importance to County. Indicate your principal office location/address.

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners Court's approved number one ranked firm.

1. The number one ranked firm will be asked to submit (as part of those negotiations) a definitive "Scope of Service" including proposed fees and expenses.
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including respondent's confirmation of compliance with all requirements including, without limitation, insurance requirements) for consideration and final approval.

If negotiations with the number one ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one ranked firm and commence with the next highest ranked firm.

**EVALUATION FORM**  
**EXHIBIT "B"**  
**-PROGRAM MANAGEMENT SERVICES**  
**RFQ No. 2016-**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. PROFESSIONAL QUALIFICATIONS</b> (25 pts. max.) <ul style="list-style-type: none"> <li>• Qualifications and experience in providing on similar scale projects: <ul style="list-style-type: none"> <li>○ Management of design phase</li> <li>○ Management of Overall Task Sequencing</li> <li>○ Management of Construction Phase</li> <li>○ Field Inspection Services</li> <li>○ Field Inspection Services</li> <li>○ Project Controls</li> <li>○ Project Close-Out</li> </ul> </li> </ul>	15	
<ul style="list-style-type: none"> <li>• Examples of strategies used on other projects of similar scale to achieve a high-performing building development processes and physical buildings leading to projects within the Project budget and schedule.</li> </ul>	10	
Comments/Rationale For Points:		<b>Total:</b>
<b>2. EXPERIENCE OF PROJECT TEAM AND ABILITY TO COMMIT RESOURCES</b> (25 pts. max.) <ul style="list-style-type: none"> <li>• Instances of proposed team working together on projects of similar scale</li> </ul>	5	
<ul style="list-style-type: none"> <li>• Qualifications by education, training and applicable experience of proposed personnel in program management generally</li> </ul>	10	
<ul style="list-style-type: none"> <li>• Assurances of committed resources</li> </ul>	10	
Comments/Rationale For Points:		<b>Total:</b>
<b>3. RELEVANT EXPERIENCE</b> (20 pts. max.) <ul style="list-style-type: none"> <li>• Presently registered to perform program management services in Texas</li> </ul>	5	
<ul style="list-style-type: none"> <li>• Relevant program management experience</li> </ul>	5	
<ul style="list-style-type: none"> <li>• Relevant program management experience on courthouses</li> </ul>	10	
Comments/Rationale For Points:		<b>Total:</b>

**EVALUATION FORM**  
**EXHIBIT "B"**  
**-PROGRAM MANAGEMENT SERVICES**  
**RFQ No. 2016-**

<b>4. UNDERSTANDING OF PROJECT (20 pts. max.)</b>		
➤ Demonstrate an understanding of the scope of services	10	
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➤ SOQ clearly demonstrates an understanding of this Project	5	
Comments/Rationale For Points:		<b>Total:</b>
<b>5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS: (10 pts. max.)</b>		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		<b>TOTAL:</b>
<b>5. LOCATION OF PRINCIPAL OFFICE (5 pts. max.)</b>		
Local presence of the applicant.		
<b>TOTAL SCORE:</b>		

**EVALUATION INFORMATION:**

**Project No.:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Firm/Participant:** \_\_\_\_\_

**Name of Evaluator:** \_\_\_\_\_

**Evaluator Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Exhibit C.**  
**County of Hidalgo Insurance Requirements of Program Manager**

1. **Insurance Coverage To Be Provided By Program Manager.** This Exhibit (the "Insurance Requirements") is attached as an Exhibit as part of the Contract Documents. In the event of conflict between any of the following Insurance Requirements and any provision in the Contract Documents, these Insurance Requirements control, amend and supplement the conflicting provision. Subject to review and revision by the County of Hidalgo from time to time, in the County of Hidalgo's good faith judgment, the following insurance shall be maintained by Program Manager with coverage and limits of not less than those set forth below at all times during the term of the Agreement and thereafter as required.

No.	Specifications	Coverages, Limits and Other Requirements
<b>A. LIABILITY</b>		
1.	<b>Commercial General Liability.</b> Program Manager is to maintain commercial general liability ("CGL") insurance and, if necessary, commercial excess insurance, issued on an Occurrence Basis meeting at least the following specifications.	
1.1	<b>Minimum Limits</b>	The limits of coverage shall not be less than the following amounts: \$10,000,000 Per Occurrence \$10,000,000 General Aggregate \$10,000,000 Products and Completed Operations Aggregate \$10,000,000 Personal and Advertising Injury
1.2	<b>General Aggregate</b>	A Designated Construction Project(s) General Aggregate Limit shall be provided on ISO form CG 25 03 05 09.
1.3	<b>Form</b>	This insurance is to be issued on the most recent reasonably available and unmodified ISO form CG 00 01 or equivalent, and shall cover liability arising from premises, ongoing and completed operations.
1.4	<b>Insured Contracts</b>	Coverage shall include but not be limited to liability assumed by Program Manager under the Agreement, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.
1.5	<b>Additional Insureds</b>	Additional Insured status shall be provided in favor of County of Hidalgo Parties on ISO form CG 20 10 10 01 to the extent permitted by law.
1.6	<b>Personal Injury Contractual Liability</b>	The personal injury contractual liability exclusion shall be deleted.
1.7	<b>Primary and Noncontributory</b>	This insurance shall be endorsed to provide primary and noncontributing liability coverage by ISO CG 20 01 04 13. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from any other insurance (primary, umbrella, contingent or excess) maintained by County of Hidalgo Parties, with County of Hidalgo Parties' insurance being excess, secondary and noncontributing.
1.8	<b>Waiver of Right of Recovery and Subrogation</b>	Program Manager agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties on ISO form CG 24 04 05 09.
1.9	<b>Notice of Cancellation</b>	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
1.8	<b>Prohibited Exclusions or Limitations</b>	Prohibited exclusions/limitations or their equivalents include but are not limited to: a. Amendment of Insured Contract Definition ISO CG 24 26; b. Any endorsement modifying the Employer's Liability exclusion; c. Classification or Business Description; d. Contractual Liability Limitation ISO CG 21 39; e. "Insured vs. Insured" except Named Insured vs. Named Insured; f. Known, Continuous or Progressive Injury or Damage; g. Limitation of Coverage to Designated Premises or Project ISO CG 21 44; h. Punitive, Exemplary or Multiplied Damages (Where Permitted By Law is acceptable); i. Any other exclusion or limitation reasonably unacceptable to County of Hidalgo.
2.0	<b>Business Auto Liability.</b> Program Manager is to maintain business auto insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.	
2.1	<b>Minimum Limits</b>	The limits of liability shall be no less than \$10,000,000 per accident.
2.2	<b>Form</b>	This insurance is to be issued on the current edition of the ISO CA 00 01
2.3	<b>Scope</b>	This insurance is to cover damages because of bodily injury or property damages caused by an accident and resulting from the County of Hidalgo, maintenance or use of any auto, including owned, hired and non-

		owned autos.
2.4	<b>Additional Insureds</b>	Additional Insured status shall be provided in favor of County of Hidalgo Parties on ISO form CA 20 48 10 13.
2.5	<b>Waiver of Right of Recovery and Subrogation</b>	Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties on ISO form CA 04 44 10 13.
2.6	<b>Notice of Cancellation</b>	This insurance shall be endorsed to provide a 30 day notice of cancellation to the County of Hidalgo.
3.0	<b><u>Workers' Compensation and Employer's Liability.</u></b> Program Manager is to maintain workers' compensation and employer's liability insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.	
3.1	<b>Workers' Compensation Limits</b>	The minimum limits of this insurance shall be no less than the statutory limits.
3.2	<b>Employer's Liability Limits</b>	The minimum limits of this insurance shall be no less than \$10,000,000 each accident and disease.
3.3	<b>Territory</b>	The state in which the Services are to be performed must be listed under Item 3.A. on the Information Page of the policy.
3.4	<b>Scope</b>	This insurance is to cover liability arising out the Program Manager's employment of workers and anyone for whom the Program Manager may be liable for workers' compensation claims. Worker's compensation insurance is required and no "alternative" form of insurance is permitted.
3.5	<b>United States Longshoremen and Harbor Workers ("USL&amp;H")</b>	USL&H coverage must be provided where such exposure exists listing the state(s) in which Services are to be performed.
3.6	<b>Waiver of Right of Recovery and Subrogation</b>	To the extent permitted by law, Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties on form WC 42 03 04.
3.7	<b>Notice of Cancellation</b>	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
4.0	<b><u>Excess Liability.</u></b> If any of the required coverages are to be maintained by and through excess liability insurance, Program Manager is to maintain excess liability insurance meeting at least the following specifications.	
4.1	<b>Scope</b>	This insurance shall follow form of the underlying coverages. It shall be excess over and be no less broad than all coverages and conditions described above, including but not limited to the required additional insured status, designated construction project(s) and/or location(s) general aggregate, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations, and will be primary to and not seek contribution from any other insurance (primary, umbrella, contingent or excess) maintained by County of Hidalgo Parties.
4.2	<b>Limits of Liability</b>	The policy limits required herein may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
4.2	<b>Concurrency</b>	Such coverage shall have the same inception date as the commercial general liability and employer's liability coverages.
4.3	<b>Drop Down Coverage</b>	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.
4.4	<b>Defense Costs</b>	This insurance is to include a duty to defend any insured.
5.0	<b><u>Professional Liability.</u></b> Program Manager is to maintain Professional Liability insurance meeting at least the following specifications.	
5.1	<b>Minimum Limits</b>	Limits of coverage shall be no less than: \$10,000,000 each claim dedicated only to the County of Hidalgo project covered by the Agreement \$10,000,000 annual aggregate dedicated only to the County of Hidalgo project covered by the Agreement
5.2	<b>Scope</b>	Such insurance shall cover all services rendered by the Program Manager and vicarious liability arising out its engagement of subconsultants and subcontractors under the Agreement, including but not limited to design or design/build services.
5.3	<b>Retroactive Date</b>	Any retroactive date must be effective prior to beginning of services for the County of Hidalgo.
5.4	<b>Prohibitions</b>	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:  a. bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors; b. habitational or residential operations; c. mold and/or microbial matter and/or fungus and/or biological substance; or d. punitive, exemplary or multiplied damages (Where Permitted By Law is acceptable)

		A professional liability endorsement to a general liability policy is not acceptable.
5.5	Term	Policies written on a Claims-Made basis shall be maintained for at least four years beyond substantial completion of the Project improvements. The purchase of an extended discovery period or an extended reporting period on a Claims-Made policy will not be sufficient to meet the terms of this provision.
5.6	Waiver of Right of Recovery and Subrogation	Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties.
5.7	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
6.0	<b>Pollution Liability.</b> Program Manager <input checked="" type="checkbox"/> is <input type="checkbox"/> is not required to maintain Pollution Liability insurance meeting at least the following specifications.	
6.1	Minimum Limits	Limits of coverage shall be no less than: \$2,000,000 each claim \$4,000,000 annual aggregate
6.2	Scope	The policy must provide coverage for: a. the full scope of the named insured's operations (on-going and completed) as described within the scope of Services under the Agreement b. loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall c. third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; d. diminution of value and Natural Resources damages e. contractual liability f. claims arising from owned and non-owned disposal sites utilized in the performance of the Agreement.  Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Contractors Pollution Liability insurance will not fulfill this requirement
6.3	Additional Insured Status	The policy must insure contractual liability, name County of Hidalgo Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured.
6.4	Insured Contracts	Coverage shall include but not be limited to liability assumed by Program Manager under the Agreement, including the tort liability of another assumed in a business contract.
6.5	Primary and Noncontributory Coverage	This insurance shall be endorsed to provide primary and noncontributing liability coverage. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from all insurance held by County of Hidalgo Parties, with County of Hidalgo Parties' insurance being excess, secondary and noncontributing.
6.6	Waiver of Right of Recovery and Subrogation	Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties.
6.7	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
6.8	Retroactive Date	If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of the Agreement or the commencement of Program Manager services relation to the Services.
6.9	Prohibitions	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: a. Insured vs. Insured actions. However exclusion for claims made between insured within the same economic family are acceptable; b. Impaired Property That Has Not Been Physically Injured; c. Materials Supplied or Handled By The Named Insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval; d. Property Damage To The Work Performed By The Contractor; e. Faulty Workmanship as it relates to clean up costs; f. Punitive, Exemplary or Multiplied Damages (Where Permitted By Law by acceptable); g. Work Performed By Subcontractors; and h. Contractual Liability incurred as a result of an injury to an employee of the insured.
6.10	Term	Completed operations coverage shall be maintained for a minimum of seven (7) years after the completion of work. The extended reporting period on a claims-made based policy does not fulfill this requirement. Pollution Liability insurance policies insuring a specific job shall have completed operations coverage for at least the duration of the work plus seven (7) years.

## 2. General Insurance Requirements.

- .1 **Definitions.** For purposes of the Agreement:
  - a. "Agreement" means the Agreement to which this Exhibit is attached.
  - b. "ISO" means Insurance Services Office.
  - c. "Program Manager" means the firm selected with which the County enters the contract and shall include subconsultants and subcontractors of any tier and any other person or entity performing Services by, through, or under Program Manager.
  - d. "County of Hidalgo Parties" means (a) the County of Hidalgo, Texas, (b) the Project, (c) any lender whose loan is secured by a lien against the Services, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.
- .2 **Limits.** "Limits" set out in these specifications are the minimum dollar amount of insured coverage for the risk, cause of loss or peril specified. If Program Manager maintains greater limits, then these specifications shall not limit the amount of recovery available to County of Hidalgo Parties and the limits specified above as the minimum limits are increased to the greater limits.
- .3 **Policies.** All policies held by Program Manager and required herein must be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Services are to be performed.
- .4 **Waiver.** A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- .5 **Deductibles and Retentions.** No deductible or self-insured retention shall exceed \$100,000 without prior written approval of the County of Hidalgo. If Program Manager elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding \$100,000.00, County of Hidalgo Parties and Program Manager shall maintain all rights and obligations between themselves as if Program Manager maintained the insurance with a commercial insurer including but not limited to Additional Insured status, Primary and Non-Contributory Liability, Waivers of Rights of Recovery, Other Insurance Clauses, and any other extensions of coverage required herein. Program Manager shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Program Manager had maintained the insurance pursuant to this Exhibit. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Program Manager's sole risk. The Program Manager shall not be reimbursed for same.
- .6 **Forms.** If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, County of Hidalgo will have the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by County of Hidalgo.
- .7 **Evidence of Insurance.** Program Manager is to provide County of Hidalgo with evidence of insurance prior to entry by Program Manager on the property and thereafter is to provide County of Hidalgo refreshed evidence of continued insurance after the expiration of the current policies prior to the expiration of the current policies. Insurance must be evidenced on an ACORD Form 25 Certificate of Liability Insurance for liability coverages which shall specify:
  - a. County of Hidalgo as certificate holder at County of Hidalgo's mailing address;
  - b. Insured's name, which must match that on the Agreement;
  - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
  - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
  - e. Additional Insured status in favor of County of Hidalgo Parties on forms required herein on General Liability, Auto Liability, Excess Liability and, when required herein, Pollution Liability;
  - f. Designated Construction Project(s) General Aggregate Limit on General Liability and Excess Liability;
  - g. Personal Injury Contractual Liability on General Liability and Excess Liability;
  - h. Primary and non-contributory status on General Liability, Excess Liability and Pollution Liability;
  - i. Pollution Liability;
  - j. Professional Liability;
  - k. Waivers of subrogation on all coverages;
  - l. Amount of any deductible or self-insured retention in excess of \$25,000;
  - m. 30 Day Notice of Cancellation on all coverages;
  - n. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
  - o. Copies of the following shall also be provided:
    - 1) General Liability Additional Insured endorsement(s);
    - 2) General Liability Schedule of Forms and Endorsements page(s); and
    - 3) 30 Day Notice of Cancellation endorsement applicable to all required policies.

If requested in writing by County of Hidalgo, Program Manager will provide to County of Hidalgo a certified copy of any or all insurance policies required herein including endorsements within ten (10) days of any such request.

Commencement of Services without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of the Agreement or this Exhibit, shall not constitute a waiver by any County of Hidalgo Party of any rights. The County of Hidalgo shall have the right, but not the obligation, of prohibiting the Program Manager or any subconsultant or subcontractor from performing any Services until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the County of Hidalgo.

**.8 Insurance Requirements of Program Manager's Subcontractors**

- a. Insurance similar to that required of the Program Manager shall be provided by all subconsultants and subcontractors (or provided by the Program Manager on behalf of subconsultants and subcontractors) to cover operations performed under any subcontract agreement. The Program Manager shall be held responsible for any modification in these insurance requirements as they apply to subconsultants and subcontractors. The Program Manager shall maintain certificates of insurance from all subconsultants and subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subconsultant or subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the County of Hidalgo upon request.
- b. The Program Manager is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Program Manager's or its subconsultant's or subcontractor's property shall be the Program Manager's and its subconsultant's and subcontractor's sole and complete means of recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Program Manager and its subconsultants and subcontractors shall not be reimbursed for same. Should the Program Manager or its subconsultants or subcontractors choose to self insure this risk, it is expressly agreed that the Program Manager hereby waives, and shall cause its subconsultants and subcontractors to waive, any claim for damage or loss to said property in favor of the County of Hidalgo Parties.

**3. Miscellaneous**

- .1 **Release and Waiver.** The Program Manager hereby waives all rights of recovery and releases, and shall cause its subconsultants and subcontractors to release, the County of Hidalgo Parties from any and all claims or causes of action whatsoever which the Program Manager and/or its subconsultants or subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Program Manager and/or its subconsultants or subcontractors pursuant to the Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE COUNTY OF HIDALGO PARTIES.**
- .2 **No Waiver.** Failure of any County of Hidalgo Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any County of Hidalgo Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Program Manager's obligation to maintain such insurance.
- .3 **Suspension.** County of Hidalgo shall have the right, but not the obligation, of suspending Program Manager's authority to perform Services, without an increase in the sum payable by County of Hidalgo to Program Manager due to such suspension, until such certificates or other evidence that the required insurance has been placed in compliance with these requirements is received and approved by County of Hidalgo.
- .4 **Post Completion Coverage.** With respect to the insurance to be maintained after final payment to Program Manager, an additional certificate(s) evidencing such coverage shall be provided to County of Hidalgo with final application for payment if prior certificate has expired, and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
- .5 **Compliance With Laws.** If any insurance requirements are deemed to violate any law, statute or ordinance, the insurance requirements shall be reformed to provide the maximum amount of protection to County of Hidalgo as allowed under the law.
- .6 **Use of the County of Hidalgo's Equipment.** The Program Manager, its agents, employees, subconsultants, subcontractors or suppliers shall use the County of Hidalgo's equipment only with express written permission of the County of Hidalgo designated representative and in accordance with the County of Hidalgo's terms and condition for such use. If the Program Manager or any of its agents, employees, subconsultants, subcontractors or suppliers utilize any of the County of Hidalgo's equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the County of Hidalgo, the Program Manager shall defend, indemnify and be liable to the County of Hidalgo Parties for any and all loss or damage which may arise from such use. **THE FOREGOING INDEMNITY APPLIES EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE COUNTY OF HIDALGO PARTIES.**
- .7 **Program Manager Insurance Representations to County of Hidalgo Parties**
  - a. It is expressly understood and agreed that the insurance coverages required herein (a) represent County of Hidalgo Parties' minimum requirements and are not to be construed to void or limit the Program Manager's indemnity obligations as contained in the Agreement nor represent in any manner a determination of the insurance coverages the Program Manager should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Program Manager in support of the Program Manager's liability and indemnity obligations under the Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Program Manager, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of the Agreement.
  - b. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, the Agreement. If the Program Manager shall fail to remedy such breach within five (5) business days after notice by the County of Hidalgo, the Program Manager will be liable for any and all costs, liabilities, damages and penalties resulting to the County of Hidalgo Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Program Manager by the County of Hidalgo. In the event of any failure by the Program Manager to comply with the provisions of the Agreement, the County of Hidalgo may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Program Manager, purchase such insurance, at the Program Manager's expense, provided that the County of Hidalgo shall have no obligation to do so and if the County of Hidalgo shall do so, the Program Manager shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- .8 **Survival.** This Exhibit is an independent contract provision and shall survive the completion of the Services or termination or expiration of the Agreement.