



RFQ No. 2017-292-12-12-RFV

STEP ONE OF
TWO STEP PROCESS

REQUEST FOR QUALIFICATIONS (RFQ)

CONSTRUCTION MANAGER AT RISK (CMAR)
FOR
NEW HIDALGO COUNTY COURTHOUSE

RFQ DUE DATE:

Tuesday, December 12, 2017 @ 3:00 PM

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

PROPOSED SCHEDULE

STEP ONE

Issue Request for Qualifications (RFQ) – November 21, 2017
Deadline for Questions – 5:00 P.M., December 5, 2017
Deadline Response for Questions – 5:00 P.M., December 7, 2017
RFQ Submittal Date: 3:00 P.M., December 12, 2017
Shortlist Determination – December 20, 2017

STEP TWO

Issue Request for Proposals (RFP) to Shortlisted Firms- December 20, 2017
Pre-Submittal Meeting with Shortlisted Firms-January 3, 2018
Deadline for RFP Questions-5:00 P.M., January 4, 2018
Issue Final RFP Addendum (if applicable)-January 8, 2018
RFP Submittal Due Date-3:00 P.M., January 11, 2018
Interviews of Shortlisted Firms-January 18, 2018
Ranking and Selection of CMAR-January 18, 2018
Contract Award and Notice to Proceed-January 30, 2018



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

November 27, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications/Proposal -**"Construction Manager at Risk (CMAR) for**
New Hidalgo County Courthouse Project"
RFQ/P No: 2017-292-12-12-RFV

Ladies/Gentlemen:

Enclosed, please find the Request for Qualifications/Proposal (RFQ/P) packet for the "Construction Manager at Risk – New Hidalgo County Courthouse Project". Carefully read and review all instructions, requirements, and specifications as RFQ/P packets have been modified and new requirements have been added and implemented.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4877.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*rlv*
Enclosures



2802 S. Bus. Hwy 281
 Edinburg, Texas 78539
 Phone: (956) 318-2626
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HIDALGO COUNTY

“Construction Manager at Risk (CMAR) for New Hidalgo County Courthouse Project”
RFQ No: 2017-292-12-12-RFV

ITEM	DESCRIPTION	NO. OF PAGES
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2.	Request for Qualifications, Legal Notice	8
3.	Exhibit A, Requirements	12
4.	Exhibit B, Evaluation Criteria	5
5.	Exhibit C, Insurance Requirements, Insurance/Project Acknowledgement Forms	15
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	2
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI Appendices	5
10.	Exhibit H, Proposers Affidavit	1
14.	RFQ Submittal Checklist	1

The above-mentioned items shall be found in this Request for Qualifications-RFQ packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

 Martha L. Salazar, CPPB, Purchasing Agent

 Date



REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P)

HIDALGO COUNTY

“Construction Manager at Risk (CMAR) for New Hidalgo County Courthouse Project”

RFQ NO: 2017-292-12-12-RFV

Acceptance Due Date: **December 12, 2017**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Contact Information:

Rocio Villarreal, Contracts Manager
(956) 292-7000 ext. 4868
rocio.villarreal@co.hidalgo.tx.us

1. Sealed qualifications will be received for **“Hidalgo County - Construction Manager at Risk (CMAR) for New Hidalgo County Courthouse Project”**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). A strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. **One (1) original, three (3) copies** of all qualifications and **two (2) flash drive - PDF Format** are required with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFQ: 2017-292-12-12-RFV Hidalgo County Construction Manager at Risk (CMAR) for New Hidalgo County Courthouse Project**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **ON OR BEFORE 3:00 P.M., WEDNESDAY, DECEMBER 12, 2017.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities or to accept the proposal considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your RFQ:

1. Legal Notice (See page7);
 2. Insurance pages with Acknowledgment Forms (See Exhibit “C”);
 3. Form CIQ-Conflict of Interest Questionnaire (See Exhibit “D”);
 4. Vendor Bidder Application & W-9 forms (See Exhibit “E”);
 5. Certification Regarding Debarment (See Exhibit “F”);
 6. Proposer's Affidavit (See Exhibit “H”);
 7. RFQ Submittal Checklist (See page following Proposer's Affidavit); and
 8. SAMS.gov Registration Acknowledgement (See Number 17 below).
3. County reserves the right to accept or reject any or all qualifications.
 4. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be emailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

5. **SCHEDULE OF EVENTS**

Qualification Opening, 3:00 P.M.	December 12, 2017
Award of Contract:	TBD
Commence Work or Deliver Products:	TBD

6. **HIDALGO COUNTY HOLIDAYS:**

2018 YEAR	
New Year's Day	01/01/18
Martin Luther King Day	01/15/18
President's Day	02/19/18
Good Friday	03/30/18
Memorial Day	05/28/18
Independence Day	07/04/18
Labor Day	09/03/18
Columbus Day	10/08/18
Veteran's Day	11/12/18
Thanksgiving Day	11/22/18-11/23/18
Christmas Day	12/24/18-12/25/18
New Year's Eve	12/31/18

7. **System for Award Management:**

- Respondents must register at SAMs System for Award Management @ www.sam.gov and submit a copy of the acknowledgment of registration with packet submittal.

8. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or 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 or qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

9. **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require the Conflict of Interest Questionnaire to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

If applicable, completed form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

10. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFQ No. 2017-292-RFV**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and

submitted to our office either by facsimile transmission to (956) 292-7612 or via email to rocio.villarreal@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

11. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
12. Successful respondent will pay or cause to be paid, without cost or expense to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County civil service system.
13. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by the County in accordance with the terms of the contract.
14. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by successful respondent, or in the event, a successful respondent fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise, perform in accordance with the requirements.
15. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award.

Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by the successful respondent.

16. Successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two business days at no expense to County. Items that are not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' non-conformity.
17. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.
18. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
19. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of representative or contact person.
20. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form, if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as non-conforming.
21. **TITLE VI NOTICE/NONDISCRIMINATION**

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as Exhibit "G".

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

22. PROHIBITION ON CONTRACTS BOYCOTTING ISRAEL

Effective September 1, 2017, the Texas Government Code was amended to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel, which provides that a state agency and a political subdivision may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Gov't Code Sections 2270.001(1) & 808.001(1) as amended, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By accepting this contract and/or purchase order, the Company/Vendor verifies that it does not Boycott Israel, and agrees that during the term of this contract/agreement will not Boycott Israel as that term is defined in the Texas Government Code.

Request for Qualifications/Proposal
 For
HIDALGO COUNTY
**“Construction Manager at Risk (CMAR) for New Hidalgo County Courthouse
 Project”**
RFQ/P NO: 2017-292-12-12-RFV

To: Martha L. Salazar, CPPB, Purchasing Agent
 Hidalgo County Purchasing Department
 Physical Location: 2802 S. Business Hwy. 281
 Postal/ Mailing: 2812 S. Business Hwy. 281
 Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT “A”
Requirements

**REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P)
STEP ONE**

HIDALGO COUNTY

***“CONSTRUCTION MANAGER AT RISK
FOR
NEW COUNTY COURTHOUSE”***

RFQ/P No.: 2017-292-12-12-RFV

Hidalgo County (“*Owner*”) will procure Construction Manager at Risk Services in two phases:

STEP ONE OF TWO-STEP PROCESS

Submission Due Date: December 12, 2017, 3:00 pm Central

Deliver to:

US Postal Mail

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

Physical Address

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

The County of Hidalgo will be accepting Statements of Qualifications (“SOQ”) from qualified firms to become the Construction Manager at Risk (referred to herein as “CMAR”) for the New Hidalgo County Courthouse. Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of **“Construction Manager at Risk for New County Courthouse”** (including all funding sources, Programs, and Entities) - **Request For Qualifications/Proposal** (referred to herein as “RFQ/P”) as specified herein. Statements of Qualifications will be accepted until **3:00 PM on December 12, 2017.**

ANY SOQ 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) hard copies, along with two (2) flash drives (USB stick) with the signed proposal in searchable PDF format** of the SOQ shall be submitted as part of your response.

Page margins should be no narrower than 0.5” along all sides. Text/Narrative font sizes should be no less than 11pt (limitation does not apply to graphics). Page size shall be 8.5” x 11”. Each page (excluding covers and tabs) shall be numbered. SOQs shall be assembled with either spiral-type binding or bound with metal rings (3-ring binders or loose-leaf paper are not acceptable).

The County is interested in clear and concise proposals. Proposals exceeding the section page limits described herein may be deemed non-compliant in County’s sole discretion. In no case shall the SOQ exceed fifty (50) pages, inclusive of covers, tabs, etc. (page limit does not include County required forms).

Respondents must complete and include in their responses all documentation requested in this RFQ/P. Refer to enclosed RFQ/P Submittal 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/P number **2017-292-267-12-12-RFV, 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 delivering the SOQ.

All costs and expenses associated with the preparation and submission of the SOQ shall be the responsibility of the respondent participant, and no reimbursement for such charges or expenses shall be paid by Hidalgo County.

PRE-SUBMITTAL MEETING: No meeting to be held during RFQ process. A pre-submittal meeting is tentatively scheduled for January 3, 2018, for the shortlisted firms during the RFP period.

PROPOSER'S AFFIDAVIT: Respondents to this RFQ/P must submit a signed Proposer's Affidavit (attached to the RFQ/P as **Exhibit H**) 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 any services for the County, shall 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.

ELECTRONIC TRANSMISSION OF RFQ/P's: Hidalgo County's Purchasing Department will not accept telegraphically or electronically transmitted SOQ's.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: In a separate, sealed envelope, respondents must furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements including, without limitation, the required bonds. Respondent shall include copies of the firm's audited financial statements for the last three years (if audited statements are not available, a letter from the firm's accountant shall accompany the unaudited financial statements). Respondent shall include a statement regarding its bonding capacity (per project and aggregate) and include a reference (company, name, phone number, email) to verify the bonding capacity statement.

Hidalgo County will make the final determination in its sole discretion 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 RFQ/P 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 **Tuesday, December 5, 2017** at 5:00 p.m.** Responses will be sent to all participants by posted addenda on or before 5:00 p.m. December 7, 2017. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** Mrs. Rocio Villarreal shall be the sole Point of Contact during this solicitation.

"CONE OF SILENCE" PERIOD: From the date of release of this RFQ/P until a Respondent is selected and a contract for the project executed, Respondents must not communicate with any County staff, elected officials, or other representatives concerning the RFQ/P or the Project except through County's Point of Contact. **FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION.**

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 in its sole discretion to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SECTION-II

PROJECT INFORMATION AND RFQ REQUIREMENTS

GENERAL PROJECT DESCRIPTION

The County of Hidalgo, Texas (“County”) is developing a replacement courthouse at 100 N. Clossner, Edinburg, TX 78539. It is anticipated that the Project building will be approximately 321,000 square feet, 30 courtrooms (6 of those shelled), Court of Appeals, District and County Clerks' offices, and other offices and room for expansion. An attached sallyport, secure parking, and associated Central Utilities Plant will also be included. Demolition of the existing building and landscaping will follow the construction of the new building. Further details are provided in Attachment A – Scope Statement, Attachment B – Project Budget, and Attachment C – Draft Project Schedule.

SCOPE OF SERVICES

This two-step CMAR Selection Process is soliciting Construction Manager services to deliver the Courthouse project. Generally, those services include adequate and necessary preconstruction, construction, and closeout phase services to construct the Project, as further defined in the draft agreement (to be issued via addendum during the RFQ step).

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 following sections should be clearly marked in the submitted SOQ – (1) Cover Letter, (2) Understanding of the Project, (3) Firm Qualifications and Approach, (4) Personnel & Staffing, (5) Safety Record and (6) Additional Information, detailed as follows:

(1) COVER LETTER

Include a cover letter introducing your firm (or team), highlighting relevant experience as a CMAR, the “value-add” your team presents, and any other information you deem important to highlight. The cover letter should also include a Point of Contact with email and phone number.

This section is limited to no more than two (2) pages.

(2) UNDERSTANDING OF THE PROJECT

Narrative

This section of the SOQ should demonstrate the Respondent's understanding of this Project, the services that may be required and any local issues or concerns. In narrative format, describe the issues that may apply to this project, such as local labor and material issues, site concerns, working on an operating campus, etc. The SOQ should list, in table format, any relevant experience on a courthouse project (between 200,000 and 500,000 SF) in any state within the past seven (7) years, to include overall square footage and final construction cost. This section should also identify previous work experience within the Rio Grande Valley, with focus on previous work within Hidalgo County.

Project Sheets (1 per page)

In the second part of this section, provide at least three (3), and no more than five (5) similar, relevant projects that demonstrate an understanding of this Project through experience with similar major, public, capital improvement projects using the same or similar project delivery method. Similar, relevant projects are defined as being between 200,000 and 500,000 SF and between \$90-\$200 million construction cost. It is not necessary that the experience be courthouse specific, but such experience is

preferred. Indicate clearly if the project(s) were not constructed by the prime firm. For each project, list the following factual information:

- (1) a client contact name and phone number
- (2) Pre-Construction phase and Construction phase fee percentages (as percent of the construction cost limitation)
- (3) original construction budget versus final construction cost (and any explanations for substantial deviations)
- (4) Accuracy (in percentage) of final Design Development estimate versus final construction cost (and any explanations for substantial deviations)
- (5) gross square footage of project
- (6) original scheduled substantial completion versus actual substantial completion
- (7) actual duration from substantial completion to final completion
- (8) number of open punch list items at substantial completion
- (9) number of submitted change proposals
- (10) number of approved change proposals
- (11) number of approved change orders
- (12) number of submitted Requests for Information (RFI)
- (13) architecture firm's name
- (14) Identify any key personnel who worked on the referenced project that are proposed for this Project
- (15) other relevant information.

This section is limited to no more than 6 pages, with no more than one project per page.

(3) FIRM QUALIFICATIONS AND APPROACH:

This section of the SOQ should demonstrate how the Respondent is qualified to act as County's CMAR delivering the fully constructed Project.

The SOQ should demonstrate a highly qualified ability to accomplish the objectives of this RFQ including, without limitation, delivering the new courthouse project on time and within budget. The selected firm and its key personnel must have substantial CMAR experience in the construction of similar major, public, capital improvement projects including, without limitation, project delivery under Cost of the Work Plus a Fee with Guaranteed Maximum Price contracts. The SOQ should describe strategies the Respondent has used to achieve high-performing CMAR construction building delivery and how those would be employed on this project. The SOQ should provide information that demonstrates the strength of the firm to assist the owner during the preconstruction phase to work with project constraints.

This section should also address the following:

- Cost Control
 - Describe Respondent's typical cost estimating methods during the pre-construction and construction phases.
 - Describe Respondent's methodology for working with the Project Team (Architect, Engineers, Project Manager, Owner, and others) to deliver a Guaranteed Maximum Price within budget.
 - Describe typical cost control methods during construction.
 - Describe the means of procuring subcontracts, scope confirmation, amounts, and ensuring proper payment.
 - The owner intends to accept a Guaranteed Maximum Price prior to completion of Construction Documents. Describe:
 - your process for ensuring that the design documents provide the information necessary to arrive at a complete GMP, including all owner requirements with reasonable contingencies,

- and
 - your process for subsequently ensuring that the final construction documents align with the Project scope in the previously accepted GMP proposal documents.
- Provide a sample of a cost estimate used to establish a contract amount from any project listed in response to Section II.2.
- Schedule Control
 - Describe Respondent's typical scheduling methods during the pre-construction and construction phases.
 - Describe typical schedule control methods during construction.
 - Give examples of how you assured timely completion of other projects, including methods for schedule recovery, if necessary. From the projects listed in response to Section II.2, provide examples of how these techniques were used including specific scheduling challenges/requirements and actual solutions.
 - Describe Respondent's experience with using CPM scheduling. From the projects listed in response Section II.2, provide one (1) sample of the monthly schedule reports, including identified milestones and schedule recovery plans.

The SOQ should disclose any litigation or claims related to relevant projects within the past five years and whether the Respondent has ever been barred from performing public works projects.

Respondent shall provide a list of at least three (3) references where like services have been supplied by their firm. Include the name of the client, address, telephone number, and the name of a representative or contact person.

This section is limited to no more than fifteen (15) pages, not including requested examples.

(4) PERSONNEL AND STAFFING:

The SOQ should provide an organizational chart for the proposed Project key personnel and a summary paragraph of the Project services to be performed by each proposed staff member. Key personnel should include at a minimum the firm's proposed Project Manager and Site Superintendent. Biographic summaries (resumes) 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 (multiple resumes per page are acceptable).

This section is limited to no more than three (3) pages, not including distinct resume pages.

(5) SAFETY RECORD

The SOQ should provide information on the firm's safety programs and record, including achievements and disclosure of any safety citations within the past five years.

Provide information related to your firm's accident frequency rate for the last five years, including any OSHA citations and deaths that have occurred on your projects.

Describe your organization's safety program and provide your workers' compensation experience modification factor. List any safety awards your company has received within the past five (5) years.

Describe how Respondent manages construction safety risks and the safety resources that the Respondent provides for each project's safety program.

Describe the level of importance for enforcement/support of project safety that Respondent attaches to

performance evaluations for superintendents and project managers.

Describe how Respondent evaluates the safety performance of trade contractors during the bid evaluation process.

This section is limited to no more than five (5) pages.

(6) ADDITIONAL INFORMATION

This section is available for Respondent to include any information about firm and firm's proposed team that is not covered elsewhere in this RFQ. This is also an opportunity to present Respondent's approach to working with HUB, MWVBE, and small businesses to encourage participation. Recognizing this is a locally significant project, Respondent may indicate approach to maximizing the economic benefit of this construction project to the local community.

This section is limited to no more than five (5) pages.

INSURANCE AND BOND REQUIREMENTS

The SOQ should affirm in writing that the Respondent's insurance program meets or will meet the mandatory insurance requirements described in Exhibit C, Insurance Requirements. Provide proof of compliance with the key coverages and limitations of such insurance requirements. The SOQ should affirm that the respondent can obtain the required bonds.

PARTICIPATING FIRMS ARE NOT TO PROVIDE COMPENSATION INFORMATION

The CMAR will be selected in a two-step process in accordance with Chapter 2269 of the Texas Government Code. The first step is qualification-based selection and ranking without regard to compensation. Accordingly, **DO NOT SUBMIT PROPOSED COMPENSATION OR COST INFORMATION WITH THE SOQ.** The County will request that up to five firms selected on the basis of qualifications each provide fee and other information in response to a Request for Proposals issued to the shortlisted firms (such RFP will be provided solely to the shortlisted firms).

AGREEMENT COMMENTS

The Agreement will be provided for review and comment as an addendum during the RFQ step. If Respondent chooses to request a deviation, modification or takes exception to any of the components of the Agreement, Insurance Requirements, or other areas of this solicitation, the appropriate section shall be referenced, cited verbatim, and the substitution verbiage/exception clearly stated. The County reserves the right to determine the responsiveness, acceptable level and best value of any such deviation(s)/exception(s) and will, at its sole discretion, accept or decline the deviation(s)/exception(s). Failure of the County to accept deviation(s)/exception(s) may result in the Respondent's response being eliminated from further consideration.

SECTION-III

SELECTION / EVALUATION

RFQ SELECTION/EVALUATION PROCESS

The respondent's SOQ will be evaluated based on the criteria presented below. The evaluation system consists of a 100-point system. The County reserves the right to conduct interviews to aid in the evaluation process and should such interviews occur, reserves the right to modify the scored evaluation based on information presented during the interview.

SCORING PROCESS

Each submitted SOQ will be graded by the five evaluators of the selection committee according to these criteria and then assigned a rank, based on the grade, for each evaluator (from 1st place to however many firms submit). Each evaluator's *ranks* will then be summed together for a final ranked score. The lowest ranked scores will represent the most qualified firms (for example, if Firm X is ranked 1, 3, 4, 2, 7, then the ranked score would be 17 and then sorted from lowest to highest against the other firms). In the case of a tie in the ranked scores (e.g. two firms received a ranked score of 17), the evaluators may use the average of the grades to break the tie and rank them accordingly. Based on the final rankings, the evaluators in their sole discretion will determine the quantity of firms (up to five) to shortlist to the RFP step.

RFQ EVALUATION CRITERIA

1) Understanding the Project (25 Points)

The SOQ should demonstrate the Respondent's understanding of this Project, the services that may be required and any local issues or concerns. Consideration will be given to the following:

- Experience with relevant projects that demonstrate an understanding of this Project;
- Experience with similar major, public, capital improvement projects using the same or similar project delivery method;
- Experience with courthouse projects;
- Experience with similar projects in which a program manager was involved;
- Experience in working in the same or similar geographic conditions.

2) Firm Qualifications & Approach (30 Points)

The SOQ should demonstrate how the Respondent is qualified to act as County's CMAR delivering the fully constructed Project. Consideration will be given to the following:

- Evidence of a highly qualified ability to accomplish the objectives of this RFQ including, without limitation, delivering the new courthouse project on time and within budget;
- The experience of the firm and its key personnel acting in a CMAR capacity in the construction of similar major, public, capital improvement projects including, without limitation, project delivery under Cost of the Work Plus a Fee with Guaranteed Maximum Price contracts;
- Accomplishments in delivering similar projects on schedule and within budget;
- Strategies the Respondent has used to achieve high-performing CMAR construction building delivery;
- Experience and capability in providing the Scope of Required Services;
- Ability to provide the required insurance.
- Experience in assisting the client and design team in meeting budget and schedule constraints through the preconstruction phase
- Quality of Respondent's cost control methodology
- Quality of Respondent's schedule control methodology

3) Personnel & Staffing (25 Points)

The SOQ should demonstrate the appropriateness of the personnel that the firm will commit to the Project:

- Experience in similar projects, education, and training of proposed personnel;
- Roles of committed personnel in this Project and experience in such roles in prior projects;
- Commencement date and time commitment of proposed personnel to this Project;
- Lines of communications and decision-making as evidenced in an organizational chart and otherwise;
- Experience of proposed personnel on public works projects.

4) Safety Record (10 Points)

The SOQ should demonstrate a solid track record of worksite safety and lack of disputes.

- The firm’s safety programs
- The firm’s safety record;
- Safety citations or fines within the past five years;
- Any litigation or claims related to relevant projects within the past five years;
- Whether the Respondent has ever been barred from performing public works projects.
- Respondent’s EMR

5) Additional Information (5 Points)

The SOQ should describe relevant HUB or MBE/WBE programs, target goals and success in achieving such goals. The SOQ should also describe any relevant “value-add” propositions that answer the question: “why should we select this firm?”

6) Previous Experience in RGV and Hidalgo County (5 Points)

The SOQ should describe any previous experience working in the Rio Grande Valley and Hidalgo County. A maximum of 5 points will be awarded for significant demonstrated experience (extensive history working on large projects) working in Hidalgo County. 4 points will be awarded for significant demonstrated experience working in the Rio Grande Valley, though not necessarily specifically in Hidalgo County. 0 points will be awarded for insignificant experience (minimal history or only small projects) working in the region.

RFP SELECTION/EVALUATION PROCESS

The selected firms to the RFP step will be graded as follows, by each evaluator, and then ranked in a similar fashion to the ranking procedures during the RFQ step described above:

RFQ Grade	30% of RFQ grade (up to 30 points)
Interview Grade	Up to 30 Points
Price Proposal	Up to 40 Points (further breakdown to be outlined during RFP step)
Total Final Score	Up to 100 Points

ATTACHMENT A

SCOPE STATEMENT

Project Mission	<ol style="list-style-type: none"> 1. Replace existing courthouse 2. Address growth demands of County and State District Courts 3. Improve efficiencies and security
Project Description	The County of Hidalgo, Texas is developing a replacement courthouse. It is anticipated that the Project building will be approximately 321,000 square feet, 30 courtrooms (6 of those shelled), District and County Clerks' offices, and other offices and room for expansion. An attached sallyport, secure parking, and associated Central Utilities Plant will also be included.

Proposed Space List - Revised vs UPDATED Program

Hidalgo County, Texas

Component	REVISED SPACE PROGRAM - 7/1/2015			UPDATED PROGRAM - 9/29/2017		
	Net Square Feet	Gross Factor	Departmental Gross Square Feet	Net Square Feet	Gross Factor	Departmental Gross Square Feet
Courts	70,944	1.25	88,680	88,680	1.25	110,850
- Judicial Support	23,808	1.35	32,141	29,760	1.35	40,176
Court of Appeals	2,400	1.20	2,880	2,400	1.20	2,880
- Judicial Support	6,968	1.35	9,407	6,968	1.35	9,407
Ancillary Spaces	8,908	1.25	11,135	8,908	1.25	11,135
Bar Association	1,738	1.30	2,259	1,738	1.30	2,259
IT	884	1.25	1,105	884	1.25	1,105
Lobby	12,632	1.20	15,158	12,632	1.20	15,158
Sheriff Security	3,418	1.25	4,273	3,418	1.25	4,273
Sheriff Holding	9,228	1.35	12,458	9,228	1.35	12,458
County Clerk	21,152	1.40	29,613	21,152	1.40	29,613
District Clerk	12,134	1.40	16,988	12,134	1.40	16,988
District Attorney	3,922	1.30	5,099	3,922	1.30	5,099
Facilities	2,540	1.25	3,175	2,540	1.25	3,175
Mechanical			14,600			14,600
Dom. Relations Ofc.	398	1.35	537	ALTERNATE	1.35	0
Public Defender	3,908	1.35	5,276	ALTERNATE	1.35	0
Indigent Defense	1,608	1.35	2,171	ALTERNATE	1.35	0
Adult Probation	728	1.35	983	ALTERNATE	1.35	0
Shell Space			13,100			0
	187,318	1.31	271,036	204,364	1.31	279,175
	<i>Building Gross Factor</i>		1.15	<i>Building Gross</i>		1.15
	TOTAL GSF		311,692	TOTAL GSF		321,051
	<i>Vehicle Sallyport</i>		8,000	<i>Vehicle Sallyport</i>		8,000
	<i>Secure Parking</i>		12,400	<i>Secure Parking</i>		12,400
	<i>Central Utility Plant</i>		4,000	<i>Central Utility Plant</i>		4,000
	TOTAL PROJECT AREA		336,092	PROJECT AREA		345,451

ATTACHMENT B

PROJECT BUDGET

TOTAL PROJECT BUDGET EXHIBIT

Name	Budget
01 Program Manager	\$4,500,000
02 Design / AE Fees, Reimbursables, & Other Expenses	\$7,920,000
03 Specialty Consultants	\$2,900,000
04 Construction + Construction Contingency	\$113,200,000
05 Furniture, Fixtures, & Equipment	\$7,900,000
06 Project Contingency	\$11,350,000
07 Miscellaneous Fees & Permits	\$2,230,000
Total	\$150,000,000

ATTACHMENT C

DRAFT PROJECT SCHEDULE

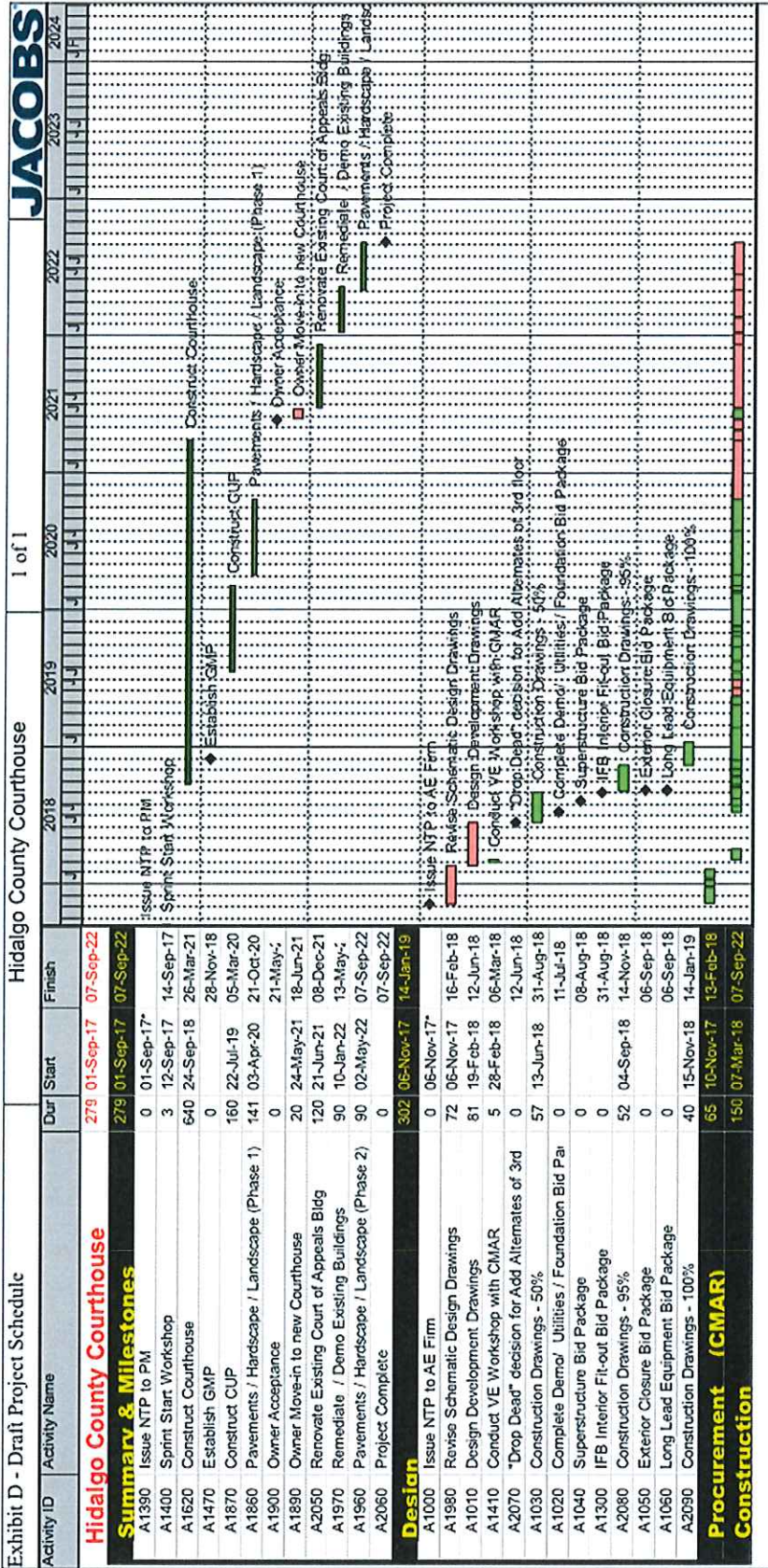


EXHIBIT “B”

EVALUATION CRITERIA

HIDALGO COUNTY

“CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

NEW HIDALGO COUNTY COURTHOUSE”

RFQ/P No.: 2017-292-12-12-RFV

EXHIBIT "B"

Evaluation Form

This form is provided for Respondent's reference and will be used by the selection committee's evaluators to grade and rank each Respondent's submitted Statement of Qualifications.

RFQ Evaluations – Evaluator's Respondent Grading Sheet (one per respondent)

Respondent's Name: _____

Evaluation Criteria	Max Points	Points Awarded
Understanding the Project	25 Points	
Firm Qualifications & Approach	30 Points	
Personnel & Staffing	25 Points	
Safety Record	10 Points	
Additional Information	5 Points	
Previous Experience in RGV and Hidalgo County	5 Points	
Total Score	100 Points	

Evaluator's Name: _____

Evaluator's Signature: _____ Date _____

RFQ Evaluations – Evaluator’s Ranking Sheet (one per evaluator)

Evaluator is to rank firms based on grades given on individual score sheets. In the case of a tie, evaluator shall give each tied firm the same rank.

Rank	Grade (Max 100)	Respondent’s Name
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Evaluator’s Name: _____

Evaluator’s Signature: _____ Date _____

DRAFT

RFP Evaluations – Evaluator’s Respondent Grading Sheet (one per respondent)

Respondent’s Name: _____

Evaluation Criteria	Max Points	Points Awarded
RFQ Grade (Multiply evaluator’s grade for firm by 0.30)	30 Points	
Interview Grade	30 Points	
Evaluator’s Score	60 Points	
Pricing Proposal (This will be evaluated by Purchasing and Jacobs)	40 Points	
Total Score	100 Points	

Evaluator’s Name: _____

Evaluator’s Signature: _____ Date _____

RFP Evaluations – Evaluator’s Ranking Sheet (one per evaluator)

Evaluator is to rank firms based on grades given (combined with the Pricing Proposal scores given by Purchasing/Jacobs) on individual score sheets. In the case of a tie, evaluator shall give each tied firm the same rank.

Rank	Grade (Max 100)	Respondent’s Name
1		
2		
3		
4		
5		

Evaluator’s Name: _____

Evaluator’s Signature: _____ Date _____

RFP Evaluations – Combined Scoring Matrix

Hidalgo County’s Purchasing Department will combine the ranking sheets of each evaluator into a final combined scoring matrix.

Respondent’s Name	Evaluator 1’s Rank	Evaluator 2’s Rank	Evaluator 3’s Rank	Evaluator 4’s Rank	Evaluator 5’s Rank	Sum of Evaluator’s Rankings	Final Rank

The column titled “Sum of Evaluator’s Rankings” will be sorted from Lowest to Highest, indicating the final rankings in order (lowest score representing the best evaluation). In the case of a tie in the sum of rankings, the average of all evaluators’ grades will be used to break the tie (solely for the tied rankings).

The highest ranked firm will be recommended for approval to enter into negotiations for the CMAR contract.

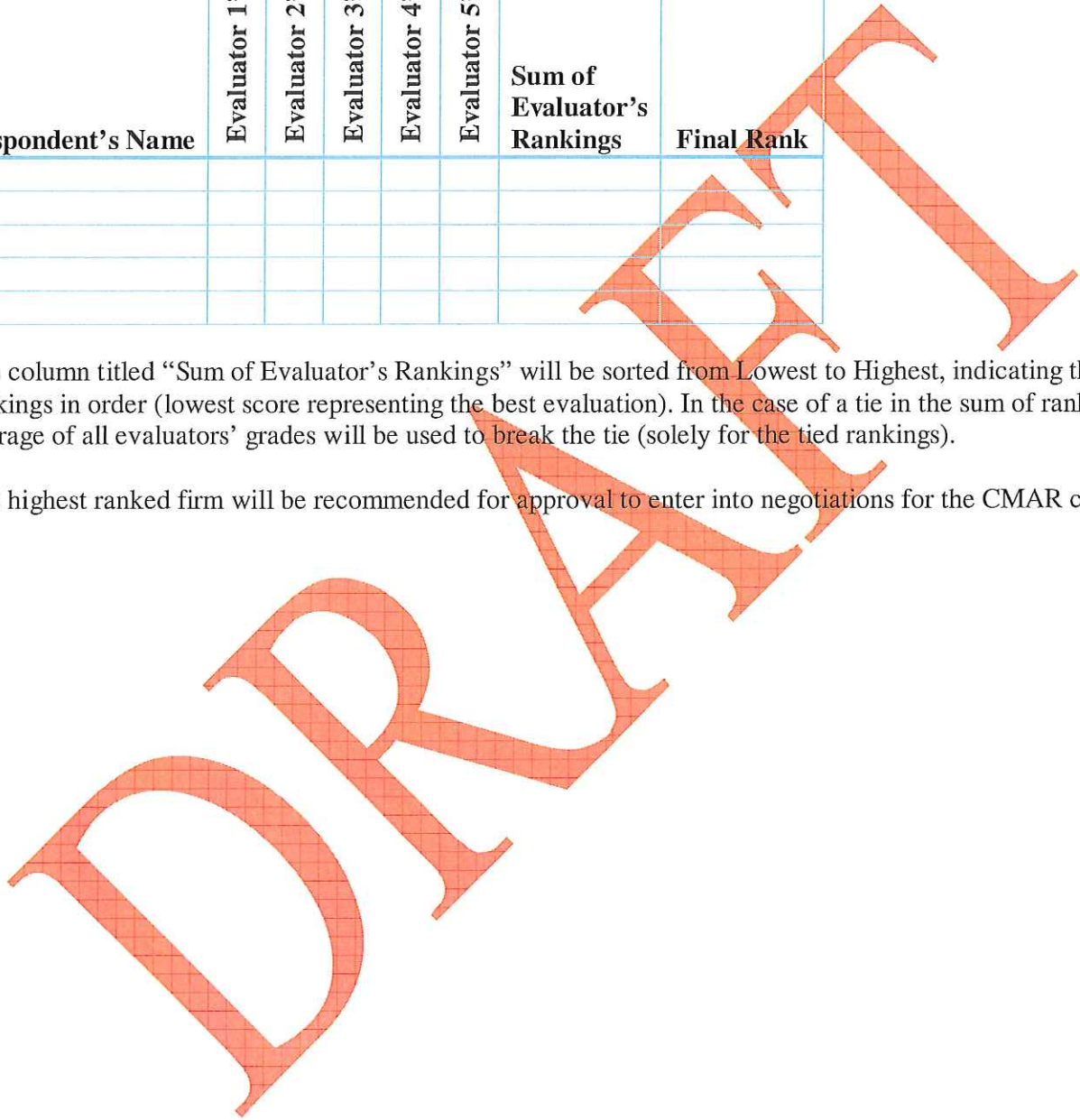


EXHIBIT “C”

**INSURANCE REQUIREMENT, INSURANCE/PROJECT
ACKNOWLEDGEMENT FORMS**

HIDALGO COUNTY

“CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

NEW HIDALGO COUNTY COURTHOUSE”

RFQ/P No.: 2017-292-12-12-RFV

Exhibit "C"

County of Hidalgo, Texas Insurance and Bond Requirements of Construction Manager At Risk

1. **Insurance and Bond Coverage To Be Provided By Construction Manager At Risk ("CMAR")**. This Exhibit (the "Insurance and Bond Requirements") is attached as an Exhibit as part of the Contract Documents. In the event of conflict between any of the following Insurance and Bond Requirements and any provision in the Contract Documents, these requirements control, amend and supplement the conflicting provision. Subject to review and revision by County of Hidalgo, Texas ("Owner") from time to time, in Owner's good faith judgment, the following insurance shall be maintained by CMAR 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
A. LIABILITY		
1.0	<u>Commercial General Liability</u>	CMAR 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	Minimum Limits	The limits of coverage shall not be less than the following amounts. These policy limits 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. \$25,000,000 Per Occurrence \$25,000,000 General Aggregate \$25,000,000 Products and Completed Operations Aggregate \$25,000,000 Personal and Advertising Injury
1.2	General Aggregate	A Designated Construction Project(s) General Aggregate Limit shall be provided on ISO form CG 25 03 05 09.
1.3	Post-Completion Coverage	CMAR agrees to maintain Products-Completed Operations coverage with respect to the Work performed under the Agreement in identical coverage, form and amount, including required endorsements, for the full term of the Statute of Repose following Date of Substantial Completion of the Work by CMAR. CMAR shall provide written representation to Owner stating Work completion date.
1.4	Form	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.
1.5	Insured Contracts	Coverage shall include but not be limited to liability assumed by CMAR under the Agreement, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.
1.6	Additional Insureds	Additional Insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 to the full extent permitted by law.
1.7	Electronic Data Liability	This insurance is to include an Electronic Data Liability endorsement ISO CG 04 37 with coverage to the full limits of the policy(ies).
1.8	Personal Injury Contractual Liability	The personal injury contractual liability exclusion shall be deleted.
1.9	Primary and Noncontributory	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 Owner Parties, with Owner Parties' insurance being excess, secondary and noncontributing.
1.10	Waiver of Right of Recovery and Subrogation	CMAR agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner Parties on ISO form CG 24 04 05 09.
1.11	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.
1.12	Prohibited Exclusions/Limitations	Prohibited exclusions/limitations or their equivalents include but are not limited to: <ul style="list-style-type: none"> 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. Construction Defect Completed Operations; e. Contractual Liability Limitation ISO CG 21 39; f. Damage to Work Performed by Subcontractors On Your Behalf ISOCG 22 94 or CG 22 95; g. Explosion, Collapse and Underground Property Damage

		<p>Hazard, ISO CG 21 42 or CG 21 43;</p> <p>h. "Insured vs. Insured" except Named Insured vs. Named Insured;</p> <p>i. Known, Continuous or Progressive Injury or Damage;</p> <p>j. Limitation of Coverage to Designated Premises or Project ISO CG 21 44;</p> <p>k. Punitive, Exemplary or Multiplied Damages (Where Permitted By Law is acceptable)</p> <p>l. Subsidence;</p> <p>m. Work Height;</p> <p>n. Any other exclusion or limitation reasonably unacceptable to Owner.</p>
2.0	<u>Business Auto Liability.</u>	CMAR is to maintain business auto insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.
2.1	Minimum Limits	The limits of liability shall be no less than \$25,000,000 per accident. This policy limit 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.
2.2	Form	This insurance is to be issued on the current edition of the ISO CA 00 01
2.3	Scope	This insurance is to cover damages because of bodily injury or property damages caused by an accident and resulting from the ownership, maintenance or use (1) of any auto, including owned, hired and non-owned autos, and (2) of any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
2.4	Additional Insureds	Additional Insured status shall be provided in favor of Owner Parties on ISO form CA 20 48 10 13.
2.5	Waiver of Right of Recovery and Subrogation	CMAR agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner Parties on ISO form CA 04 44 10 13.
2.6	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.
3.0	<u>Workers' Compensation and Employer's Liability.</u>	CMAR is to maintain workers' compensation and employer's liability insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.

3.1	Workers' Compensation Limits	The minimum limits of this insurance shall be no less than the statutory limits.
3.2	Employer's Liability Limits	The minimum limits of this insurance shall be no less than \$25,000,000 each accident and disease. These policy limits 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.
3.3	Territory	The state in which the Work is to be performed must be listed under Item 3.A. on the Information Page of the policy.
3.4	Scope	This insurance is to cover liability arising out the CMAR's employment of workers and anyone for whom the CMAR may be liable for workers' compensation claims. Worker's compensation insurance is required and no "alternative" form of insurance is permitted.
3.5	Prohibitions	Employees leased through a Professional Employment Organization ("PEO") are not permitted.
3.6	United States Longshoremen and Harbor Workers ("USL&H")	USL&H coverage must be provided where such exposure exists listing the state(s) in which Work is to be performed.
3.7	Waiver of Right of Recovery and Subrogation	To the extent permitted by law, CMAR agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner Parties on form WC 42 03 04.
3.8	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.
4.0	Excess Liability. If any of the required coverages are to be maintained by and through excess liability insurance, CMAR is to maintain excess liability insurance meeting at least the following specifications.	
4.1	Scope	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 Owner Parties.
4.2	Concurrency	Such coverage shall have the same inception date as the commercial general liability and employer's liability coverages.
4.3	Drop Down Coverage	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.
4.4	Defense Costs	This insurance is to include a duty to defend any insured.
5.0	Professional Liability. CMAR <input checked="" type="checkbox"/> is <input type="checkbox"/> is not required to maintain Professional Liability insurance meeting at least the following specifications.	
5.1	Minimum Limits	Limits of coverage shall be no less than: \$2,000,000 each claim \$4,000,000 annual aggregate If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.
5.2	Scope	Such insurance shall cover all professional services rendered by the CMAR and its vicarious liability arising out of engagement of subcontractors under the Agreement, including but not limited to design or design/build services.
5.3	Retroactive Date	Any retroactive date must be effective prior to beginning of services for the Owner.
5.4	Prohibitions	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; and 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 two years beyond termination of the Agreement. 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	CMAR agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner Parties.
5.7	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.
6.0	Pollution Liability. CMAR <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 If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.
6.2	Scope	The policy must provide coverage for: a. the full scope of the named insured's Work (on-going and completed) as described within the scope of Work for 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 Work; 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	Additional Insured status shall be provided in favor of Owner Parties.
6.4	Insured Contracts	Coverage shall include but not be limited to liability assumed by CMAR 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 Owner Parties, with Owner Parties' insurance being excess, secondary and noncontributing.
6.6	Waiver of Right of Recovery and Subrogation	CMAR agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner Parties.
6.7	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.
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 CMAR services relation to the Work.
6.9	Prohibitions	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ul style="list-style-type: none"> 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 CMAR; e. Faulty Workmanship as it relates to clean up costs; f. Punitive, Exemplary Or Multiplied Damages (Where Permitted By Law is 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.

B. Property		
1.0	Builder's Risk.	CMAR is to maintain "all risk" builder's risk at all times prior to acceptance of the Work by Owner.
1.1	Insureds	<p>Insureds shall include:</p> <ul style="list-style-type: none"> a. Owner, CMAR, and all Loss Payees and Mortgagees as Named Insureds b. Subcontractors of all tiers.
1.2	Amount	Limits of coverage are to be the initial contract sum as increased by amount of subsequent modification of the contract sum. Coverage shall be provided in amount equal at all times to the full replacement value and cost of debris removal for any single occurrence.
1.3	Form	Coverage shall be at least as broad as an unmodified ISO Special Causes of Loss form and shall include coverage for theft, collapse, flood and earthquake. All exclusions must be pre-approved by Owner. This insurance is to be written on a Completed Value, non-reporting form basis and shall be primary to any other insurance coverage available to the named insureds, with that other insurance being excess, secondary and noncontributing. No coinsurance is permitted.
1.4	Covered Property	<p>Such insurance shall cover:</p> <ul style="list-style-type: none"> a. All structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling. b. All temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site. c. All property including materials and supplies on site for installation. d. All property including materials and supplies at other locations but intended for use at the site. e. All property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit. f. Other property for which an insured is liable in connection with the project.
1.5	Prohibition	No protective safeguard warranty is permitted.

1.6	Coverage and Minimum Sublimits	Coverage	Minimum Sublimit
		a. Additional expenses due to delay in completion of project (where applicable)	TBD
		b. Damage resulting from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse and ensuing loss	Included without sublimit
		c. Debris removal additional limit	Included without sublimit
		d. Earthquake and Earthquake Sprinkler Leakage	\$1,000,000
		e. Flood	\$1,000,000
		f. Freezing	Included without sublimit
		g. Mechanical breakdown including hot & cold testing (where applicable)	Included without sublimit
		h. Occupancy pre-completion	Included without sublimit
		i. Ordinance or law	Included without sublimit
		j. Pollutant clean-up and removal	\$1,000,000
		k. Preservation of property	Included without sublimit
		l. Replacement cost	Included without sublimit
		m. Theft	Included without sublimit
1.7	Deductible(s)	Deductibles shall not exceed:	
		All Risks of Direct Damage, Per Occurrence, except	\$10,000

		a. Delayed Opening Waiting Period	5 days
		b. Earthquake and Earthquake Sprinkler Leakage, Per Occurrence	\$50,000
		c. Flood, Per Occurrence, excess of maximum available through National Flood Insurance Program or	\$50,000
1.8	Occupancy	The termination of coverage provision shall be endorsed to permit occupancy of the coverage property being constructed.	
1.9	Term and Termination	<p>This insurance shall be maintained in effect, unless otherwise provided for in the Contract Documents, until the earliest of the following dates:</p> <p>a. The date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;</p> <p>b. The date of final payment, as provided for in the Contract Documents; or</p> <p>c. The date on which the insurable interests in the Covered Property of all insureds other than CMAR have ceased.</p>	
1.10	Waiver of Right of Recovery and Subrogation	CMAR waives all rights against (1) the Owner, (2) the Project, (3) any lender whose loan is secured by a lien against the Work, (4) Subcontractors of any tier, and (5) any other person or entity performing Work by, through or under CMAR, each of the other.	
1.11	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.	
C. Bonds			
1.0	<p>CMAR <input checked="" type="checkbox"/> is <input type="checkbox"/> is not required to arrange and furnish, at CMAR's sole cost and expense, separate performance and payment bonds, each for the full amount of this Agreement guaranteeing the faithful performance of all of the provision of this Agreement as well as payment to all persons for labor and material used in the performance of this Agreement. The bonds shall be executed by a surety company acceptable to Owner, on a form acceptable to Owner, and shall become a part of this Agreement. Owner may withhold payments on account until such time as said bonds have been furnished and accepted. No change, alteration or modification in the terms and conditions of the Agreement, or in the terms or manner of payment shall in any way exonerate or release, in whole or in part, any surety on any bond furnished on behalf of CMAR. The cost of the bonds is included in the amount of this Agreement. Any additions to this Agreement occasioned by Change Orders will include any additional bond premiums.</p>		

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. "CMAR" shall include subcontractors of any tier and any other person or entity performing Work by, through or under CMAR.
- d. "Owner Parties" means (a) the Owner, (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (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 CMAR maintains greater limits, then these specifications shall not limit the amount of recovery available to Owner Parties and the limits specified above as the minimum limits are increased to the greater limits.

.3 Policies. All policies held by CMAR 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 Work is 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. If CMAR elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding \$25,000.00, Owner Parties and CMAR shall maintain all rights and obligations between themselves as if CMAR 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. CMAR 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 CMAR 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 CMAR's sole risk. The CMAR 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, Owner 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 Owner.

.7 Evidence of Insurance. CMAR is to provide Owner with evidence of insurance prior to entry by CMAR on the property and thereafter is to provide Owner refreshed evidence of continued insurance after the expiration of the current policies prior to the expiration of the current policies. Insurance must be evidenced as follows:

- a. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- b. ACORD Form 25 Certificate of Liability Insurance for liability coverages which shall specify:
 - 1) Owner as certificate holder at Owner's mailing address;
 - 2) Insured's name, which must match that on the Agreement;
 - 3) Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - 4) Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - 5) Additional Insured status in favor of Owner Parties on forms required herein on General Liability, Auto Liability, Excess Liability and, when required herein, Pollution Liability;
 - 6) Designated Construction Project(s) General Aggregate Limit on General Liability and Excess Liability;
 - 7) Electronic Data Liability on General Liability and Excess Liability;
 - 8) Personal Injury Contractual Liability on General Liability and Excess Liability;
 - 9) Primary and non-contributory status on General Liability and Excess Liability;
 - 10) Pollution Liability;
 - 11) Professional Liability;
 - 12) Waivers of subrogation on all coverages;
 - 13) Amount of any deductible or self-insured retention in excess of \$25,000;
 - 14) 30 Day Notice of Cancellation on all coverages;
 - 15) 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.
- c. 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 Owner, CMAR will provide to Owner a certified copy of any or all insurance policies required herein including endorsements within ten (10) days of any such request.

Commencement of Work 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 Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the CMAR or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

.8 Insurance Requirements of CMAR's Subcontractors

- a. Insurance similar to that required of the CMAR shall be provided by all subcontractors (or provided by the CMAR on behalf of subcontractors) to cover operations performed under any subcontract agreement. The CMAR shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The CMAR shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- b. The CMAR 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 CMAR's or its subcontractor's property shall be the CMAR's and its subcontractor's sole and complete means or 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 CMAR and its subcontractors shall not be reimbursed for same. Should the CMAR or its subcontractors choose to self insure this risk, it is expressly agreed that the CMAR hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

3. Miscellaneous

- .1 Release and Waiver.** The CMAR hereby waives all rights of recovery and releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the CMAR and/or its 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 CMAR and/or its 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 OWNER PARTIES.**
- .2 No Waiver.** Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the CMAR's obligation to maintain such insurance.
- .3 Suspension.** Owner shall have the right, but not the obligation, of suspending CMAR's authority to perform Work, without an increase in the sum payable by Owner to CMAR 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 Owner.
- .4 Post Completion Coverage.** With respect to the insurance to be maintained after final payment to CMAR, an additional certificate(s) evidencing such coverage shall be

provided to Owner 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 Owner as allowed under the law.
- .6 Use of the Owners Equipment.** The CMAR, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the CMAR or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the CMAR shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use. **THE FOREGOING INDEMNIFICATION SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

.7 CMAR Insurance Representations to Owner Parties

- a. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the CMAR's indemnity obligations as contained in the Agreement nor represent in any manner a determination of the insurance coverages the CMAR should or should not maintain for its own protection; and (b) are being, or have been, obtained by the CMAR in support of the CMAR'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 CMAR, 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 CMAR shall fail to remedy such breach within five (5) business days after notice by the Owner, the CMAR will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the CMAR by the Owner. In the event of any failure by the CMAR to comply with the provisions of the Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the CMAR, purchase such insurance, at the CMAR's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the CMAR 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 Work or termination or expiration of the Construction Agreement.

EXHIBIT “D”

(CIQ) CONFLICT OF INTEREST QUESTIONNAIRE

HIDALGO COUNTY

“CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

NEW HIDALGO COUNTY COURTHOUSE”

RFQ/P No.: 2017-292-12-12-RFV

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

EXHIBIT “E”

VENDOR/BIDDER APPLICATION AND W-9 FORMS

HIDALGO COUNTY

“CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

NEW HIDALGO COUNTY COURTHOUSE”

RFQ/P No.: 2017-292-12-12-RFV

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if Items 1, 4, or 5 below indicate otherwise.

For a Joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT “F”

CERTIFICATION REGARDING DEPARTMENT

HIDALGO COUNTY

“CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

NEW HIDALGO COUNTY COURTHOUSE”

RFQ/P No.: 2017-292-12-12-RFV

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “G”

TITLE VI APPENDICES

HIDALGO COUNTY

“CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

NEW HIDALGO COUNTY COURTHOUSE”

RFQ/P No.: 2017-292-12-12-RFV

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

EXHIBIT “H”

PROPOSER AFFIDAVIT

HIDALGO COUNTY

“CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

NEW HIDALGO COUNTY COURTHOUSE”

RFQ/P No.: 2017-292-12-12-RFV

EXHIBIT "H"
PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "CONSTRUCTION"**

The STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__



HIDALGO COUNTY

**REQUEST FOR QUALIFICATIONS
“Construction Manager at Risk (CMAR) – New Hidalgo County Courthouse Project”**

RFQ No.: 2017-292-12-12-RFV

RFQ SUBMITTAL CHECKLIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- Page 8 of Legal Notice
- Exhibit “C” - Insurance & Project Acknowledgement forms (Last 2 pages of Exhibit)
- Exhibit “D” - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)
- Exhibit “E” - Vendor Bidder Applications and IRS form W-9
- Exhibit “F” - Certification Regarding Debarment
- Exhibit “H” - Proposer’s Affidavit
- SAMS.gov Registration - Acknowledgement www.sam.gov
- One (1) Original, Three (3) Copies of Proposal(s) and Two (2) Flash Drive in PDF format (see number 2 of Legal Notice).