

Exhibit A

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 |
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| 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. \$20,000,000 Per Occurrence \$20,000,000 General Aggregate \$20,000,000 Products and Completed Operations Aggregate \$20,000,000 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 |

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| | | 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 |

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| | | <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 \$5,000,000 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. |

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| 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 \$20,000,000 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 |

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| | | 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 |

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| | | 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 | <u>Pollution Liability.</u> 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. |

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| 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. |

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| 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 | Insureds shall include: 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 | Such insurance shall cover: 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 |
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| | | 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 |

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| | | 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 (being the same coverage, but with such lesser limits as are proposed by such subcontractors and approved by Owner on a case by case basis) 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 coverage (but not limit) 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 B - Organizational Chart

4 FIRM QUALIFICATIONS | PERSONNEL & STAFFING



HIDALGO COUNTY

JOE KUMMER
Vice Pres. of Operations



FRANK CASIAS
Estimator



DREW SCAHILL
Dir. of Pre-Con / Sr. Project Manager



JOE CAPRARO
General Superintendent



TOMMY JOHNSON
Estimator



PAUL KUMMER
Sr. Project Manager



BRIAN MCNEAL
Sr. Superintendent



BRIAN PIPPIN
Project Manager



CARLOS TORRES
Superintendent



DAVID MAJDA
Project Manager



STEVE CHAVEZ
Assistant Superintendent

The key staff proposed have been carefully selected to ensure the timely and successful construction of the project while upholding the highest standards of construction safety management and quality.



FRANK CASIAS III
Project Engineer



FERNANDO DIOSDADO
Project Engineer



MELODY DOUGLAS
Project Administrator



LAWRENCE ROSATI
QA/QC



GIANNI GIACCHI
Corporate Safety



DANIEL SANTOS
Safety Specialist

Exhibit C

RFQ/P Statement of Qualifications (Pgs. 1-76)

RFQ/P Price Proposal (Pgs. 77-90)

Updated Price Proposal (Pgs. 91-94)

EXHIBIT C - Statement of Qualifications NEW HIDALGO CO. COURTHOUSE



QUALIFICATIONS | RFO/P: 2017-292A-02-13-RFV



MORGANTI TEXAS, INC. IN ASSOCIATION WITH CASIAS CONSTRUCTION, LLC
HIDALGO COUNTY SOLICITATION | FEBRUARY 13TH, 2018
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New Hidalgo County Courthouse

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SECTION 1

Cover letter: Morganti Texas, Inc.



A grand, wood-paneled courtroom with a clock on the wall and two flags on stands. The room features dark wood paneling, a large clock with Roman numerals, and bookshelves filled with books. Two flags, one on the left and one on the right, are mounted on stands. The floor is covered in blue carpeting.

Ranked in the top 400 contractors in the United States, Morganti brings a “large firm” portfolio and resources, yet is centered on select clients and projects. We are agile enough for immediate response and are focused on the safety and quality. Morganti is committed to Hidalgo County's construction needs and satisfaction.

February 13, 2018

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

PROJECT CONTACT:
Paul Kummer
Morganti Texas, Inc.
PKummer@Morganti.com
c: (281) 541-2420
f: (281) 448-8416

**Re: RFQ/P No. 2017-292A-02-13-RFV
Request for Qualifications/Proposals (RFQ/P)
Construction Manager at Risk (CMAR) for
New Hidalgo County Courthouse**

To Ms. Salazar and Members of the Selection Committee:

Thank you for this opportunity to present our team's CMAR qualifications and proposal to Hidalgo County.

Morganti Texas in association with Casias Construction is very excited about the new Courthouse project and what it means to Hidalgo County and the Rio Grande Valley. **Morganti brings a large amount of experience in the construction of courthouses, detention centers and other judicial system projects.** Our firm features a large portfolio of projects and clients that include; the Fort Bend County Courthouse, Fort Bend County Jail, Texas Department of Corrections, Ed Austin State Attorney's Office Federal Courthouse, Harris County Juvenile Detention Center, The Manhattan Family Courthouse, Kings County Courthouse, State of Connecticut Superior Courthouse, Broome County Public Safety Building, Abu Dhabi Crown Prince Courthouse and many others. Our team has also completed multiple projects in the Rio Grande Valley. Morganti Texas, in association with Casias Construction (a Texas certified HUB contractor), have also completed several large-scale projects with Jacobs in the recent past.

Morganti's proven approach to courthouse construction results in immediate and long-term cost savings, delivering Hidalgo County the best value for the funds available. Our team understands that these types of projects require a specialized level of knowledge and detail, especially while construction takes place on an occupied campus and around operating businesses. Morganti brings experienced staff, expert pre-construction services, collaborative planning and strict procedures that produce high quality, outstanding results in a safe manner to provide confidence for Hidalgo County. In relation to the Hidalgo County Courthouse our personnel offer the following:

- Excitement of our team to be a part of this very important project for Hidalgo County and the Rio Grande Valley
- Prior experience constructing courthouses and detention centers in Texas and the country
- Previous completed projects in the Rio Grande Valley
- Vast experience with construction on occupied campuses with limited space and on-going operations
- Knowledge of construction guidelines and best practices in the construction of courthouses
- Dedicated pre-construction personnel with previous success establishing a detailed project scope, innovative value engineering options and accurate GMPs for similar facilities
- Strong relationships among our proposed key personnel, our proposed team recently completed a \$75 million, 200,000+ sf project together as well as an \$80M bond program package
- Our commitment for Edinburg and the RGV Communities to be a large part of the project
- Extensive understanding of the region's construction markets and subcontractor base including the ability to utilize the Rio Grande Valley, Houston Metro Area and the San Antonio Metro Area subcontractor base to ensure best value and performance
- Senior staff commitment to this project, from pre-construction through final project close-out, turnover and warranty period
- Exceptional safety record with organizational strength, resources, and structure to support Hidalgo County with proven Safety and Quality programs

Morganti understands the complexity involved in courthouse and detention construction projects and offers a record of on-time, in-budget completion. Our focus is also to maintain the integrity of the existing campus and neighboring businesses during construction. We welcome this opportunity to work with Hidalgo County and look forward to contributing to your organization's growth and future success.

Morganti has completed over \$200 Million dollars of correctional and courthouse projects in Texas and over \$1.1 Billion dollars of these types of facilities as a company. We pride ourselves on having small firm values with large firm experience and resources providing the best service possible for Hidalgo County.

Thank you for reviewing our information. We look forward to speaking with you soon in regards to this opportunity. If you have any questions, please feel free to call me.

Sincerely yours,



Paul Kummer
Director of Construction Development / Project Executive
Morganti Texas, Inc.

SECTION 2

Understanding the Project



Morganti's Experience

Morganti has \$1+ billion of Corrections and Courthouse Experience. This includes \$200+ million of project experience in the State of Texas.

Our team has worked in the Victoria, Beeville, and Rio Grand Valley area. These projects include: McAllen ISD Stadium Improvements, the Anzalduas Port of Entry, GSA US Federal Courthouse, and the UT Texas Southmost College Wellness-Recreation and Kinesiology Complex.

Morganti Texas has not had the pleasure of working with Hidalgo County in the past. We are looking forward to developing a lasting relationship with the County, being your advocate and good stewards of the available funds.

COURTHOUSES

New Abu Dhabi Courthouse Complex and Detainee Centre \$397,495,249

Manhattan Family Courthouse \$77,600,000

Kings County Criminal Courthouse \$44,661,283

Abu Dhabi Courthouse Rehabilitation \$32,805,629

Ed Austin State Attorney's Office \$25,808,600

Hyattsville Justice Center \$21,333,000

Abu Dhabi Crown Prince Court \$1,987,476

CORRECTIONS

Dallas County 2,000 Bed Mode II State Jail \$26,600,000

Liberty County 500-Bed Substance Abuse Treatment Facility \$8,654,627

Harris County 667-Bed Mode II State Jail \$8,400,000

Jasper County 500-Bed Substance Abuse Treatment Facility \$8,118,904

Harris County Boot Camp \$1,500,000

Massachusetts Correctional Institute \$53,700,000

Plymouth County Multi-Use Detention Facility \$47,500,434

Kershaw Correctional Institute \$36,483,000

Corrigan Correctional Institute \$35,000,000

New Jersey Prison Dorms Correctional Facilities \$31,445,000

Essex Prison Phase I Modular Expansion \$28,000,000

MCI Norfolk Housing Unit \$6,518,138

State of Connecticut 300 Bed Inmate Housing & Support \$15,000,000

Orange County Corrections Kitchen, Laundry and Staff Dining \$10,959,000

State of Connecticut Alternative Incarceration Unit Boot Camp \$10,000,000

HCCSCD Conservation Probation Program \$2,500,000

State of Connecticut 150 Bed Inmate Housing & Support \$2,500,000

MCI Norfolk Housing Unit \$5,800,000

State of Connecticut Inmate Housing & Support \$10,000,000

Wood County 500-Bed Substance Abuse Treatment Facility \$8,157,467

St. Lucie County Correctional Center \$6,800,000

Troop G State Police Station \$6,500,000

Okeechobee Level 10 Maximum Risk Facility \$5,700,000

Citrus County Level 10 Max. Risk Facility \$5,220,000

Understanding of the Scope: Concerns & Opportunities

- Ensuring public and project safety (no hoisting over non-construction areas)
- Minimize impact to existing courthouse operations, entrance and sally port
- Job site cleanliness & organization
- Correction of existing drainage, road relocation and site work in order to begin courthouse work
- Producing zero defect punchlist
- Providing the building that the county wants and needs
- Engaging and utilizing local resources
- Quick drying-in of the courthouse building
- Accelerated completion of central plant and operational utilities, HVAC, and electrical
- Care and detail of high end courtroom finishes
- Focus on security/safety elements; detention, cameras, ballistics protection, access
- Building system commissioning
- Budget conscious design and material selections
- Quality suitable for institutional building that should last 75+ years
- Smooth and efficient turnover
- Importance of meeting schedule placement dates of concrete



Our team is committed to working with Hidalgo County to ensure that the existing courthouse operations proceed without disruption and providing for the safety of courthouse visitors and staff. We approach this process by "Keeping the End in Mind" as we focus in on needs of the County and the community, as well as how we will deliver a successful project on an occupied and busy campus.

Morganti's Approach

We will consider ourselves an extension of Hidalgo County and strive to serve you with your best interests in mind. We understand and have experience with working on occupied campuses and minimizing the impact construction has on current operations. We act as guests and understand that the work must be completed while not

compromising safety to visitors, staff and county personnel. It is our priority to protect the operations and services of the existing courthouse and to eliminate disruptions throughout the duration of construction.

Our team will set budget, quality and safety expectations for the Hidalgo Courthouse project early, and actively manage them to ensure cost effectiveness, a high quality and safe project are all achieved.

The Morganti team will determine and manage the proper phasing and flow of work to ensure timely delivery and best value for Hidalgo County. Building efficiently with proper sequencing of the central plant, courthouse and secure parking area allows us to complete the project on-schedule and on-budget

Time spent during pre-construction reaps substantial dividends in the timely completion of these projects through development of early estimates, cost saving options, identifying possible early release packages, material selection, constructability analysis, and appropriate coordination with the end users. We ensure the plans and specifications are properly coordinated and that work requiring multiple trades is well coordinated. We use our experience to anticipate and plan for construction issues which may arise and we account for their cost. **This allows us to develop accurate estimates that cover the entire scope of the project, even if the documents are at a preliminary stage.**

Critical Elements & Strategies for this Project

- Knowledge in building specialized projects such as the Hidalgo County Courthouse and the key design and construction concerns in courthouses that include; separate circulation patterns for public, detainee, and judiciary members, detention areas, security, access control and related special systems to ensure they are well coordinated and properly functional. A high level of quality and craftsmanship of building components with special attention to acoustic and lighting levels; and balancing information technology and A/V systems design with the need for highly aesthetic spaces. All of this must be consistent with a building designed for the long term and a lifespan of greater than 75 years
- Incorporation of secure and in some cases projectile resistant materials in key areas and the coordination of these elements with other work
- Relocating or providing temporary measures to continue use of the existing courthouse main entrance and sally port
- Early coordination and scheduling with utility providers for permanent service availability as well as work related to the re-routing the highway and site utility and drainage upgrades
- Construction of the central plant and courthouse will need to take place in parallel so conditioned air, utilities and building systems will be operational as the construction of the courthouse requires it
- Delivery of mechanical and electrical equipment, and the ability to dry-in the building and condition it to allow for finishes to be installed, particular care will be required due to the amount of wood finishes consistent with this type of building
- High level of detail to scheduled delivery of materials to make best use of the limited space available to the project, and utilization of just in time delivery procedures
- Ensuring we have a local, capable and available subcontractor base and labor force. We will utilize our strong relationships with the subcontractor base in South Texas to ensure good bid coverage and the best possible pricing
- It is crucial to the project schedule that there is little to no down time between work activities, or lost time waiting for materials to arrive at the site. The project schedule developed by Morganti will indicate the critical path work flow. This will be updated regularly and will be supplemented by the use of three week look ahead schedules to plan and coordinate upcoming activities in further detail
- Utilizing and engaging the local community through subcontracting, labor and construction materials. In the Rio Grande Valley, like other regions in Texas, it is important to have local connections and personnel that benefits the project greatly. Morganti has several resources in place that will enable us to do so

Key Activities for the New Hidalgo County Courthouse Project

- Determining options and methods to provide cost savings
- Cost benefit comparisons with alternative building materials
- Review and coordination of differing skin materials to eliminate quality concerns
- Building mock-ups for exterior building envelope and courtroom finishes, including millwork
- Quality assurance pre-installation conferences
- Clearly defined subcontractor responsibilities
- Thorough advertising and outreach to local subcontractor base, labor force and local businesses
- Real time budgeting updates
- Completing milestone activities as scheduled (particularly placement of concrete).

PROJECT DETAILS**CONTRACT TYPE**

- › Construction Management at Risk

VALUE

- › Actual: \$59,200,00
- › Original GMP: \$58,400,000
Due to adding the build-out of originally scheduled shell space

SCOPE

- › 265,000 SF New Construction

SCHEDULE

- › Actual: May 2009 - February 2011
- › Projected: May 2009 - February 2011

REFERENCES**OWNER**

- › James Knight
(281) 238-3097
Director of Facilities
Fort Bend County

**ARCHITECT/
ENGINEER**

- › Paul Bonnette
(713) 622-1444
PBonnette@pgal.com

PROJECT TEAM

- › Joseph Kummer
Project Executive
(Individual experience prior to joining Morganti)

PROJECT HIGHLIGHTS

- › New construction
- › Detention areas and holding cells
- › Construction of high-end interiors



FORT BEND COUNTY JUSTICE CENTER

Richmond, TX

**PROJECT SYNOPSIS**

This project's design is neoclassical with two 4-story buildings flanking a 5-story 85' high domed rotunda from which secured entry, all circulation and access takes place. A total of 17 courtrooms were constructed with an additional 10 planned at build-out, Phase 1 also includes jury assembly and grand jury rooms. Phase 2 includes a Courthouse Administration Building housing District and County Clerk offices, District Attorney and Bailiff's offices, and Law Library.

The lower level includes holding cells for 112 incarcerated adults and juveniles with future provisions for 45 additional cells that access the courtrooms through a secured on-grade sally port.

PROJECT INFORMATION

Pre-Construction Phase fee \$160,000

Construction Phase Fee 3.5%

Completion Orig Schedule 22 months

Final Schedule 22 months

Duration from Substantial Completion to Final Completion was 60 days

Open Punchlist items at substantial completion 150

Of submitted change proposals 1

Of approved change proposals 1

Of approved change orders 1

Of submitted RFIs 280

PROJECT DETAILS**CONTRACT TYPE**

- > CMAR

VALUE

- > Original \$77,600,000
- > Actual \$77,600,000

SCOPE

- > 315,000 SF Addition & Renovation

SCHEDULE

- > Original Apr. 2002 - Nov. 2009
- > Actual Apr. 2002 - Nov. 2009

REFERENCES**OWNER**

- > Patricia Weber
(212) 406-9752
Owner
Dormitory Authority
of The State of New
York

ARCHITECT

- > Steve Dietz
(212) 663-4000
Partner
Mitchell | Giurola
Architects



MANHATTAN FAMILY COURTHOUSE

New York, NY

**PROJECT SYNOPSIS**

Morganti managed the pre-construction and construction process for this 300,000 SF four phased extensive addition/renovation to an occupied court house building in downtown Manhattan.

Pre-Construction included collaboration with the owner, end users and design teams to coordinate phased activities to accommodate years of construction in an operational city courthouse.

Site logistics, safety & security planning, estimating various budgets, phased scheduling, constructibility reviews, scope development & sequenced bid packaging comprised years of pre-construction effort. Construction services included master scheduling and budget reporting, RFI and submittal reviews, change order management, commissioning and close-out processes.

PROJECT INFORMATION

Pre-Construction Phase fee .1%

Construction Phase Fee 2.5

Project finished on-budget and on schedule

Duration from Substantial Completion to Final Completion was 45 days

Open Punchlist items at substantial completion 220

Of submitted change proposals 65

Of approved change proposals 22

Of approved change orders 3

Of submitted RFIs 297

PROJECT DETAILS**CONTRACT TYPE**

- > Construction Management at Risk

CONSTRUCTION COST

- > Original GMP: \$28,000,000*
- > Actual: \$45,710,128*
- > *Due to owner driven scope increases

SCHEDULE

- > Original: September 2009- September 2016
- > Actual: September 2009 - December 2016

SCOPE

- > 264,000 SF Addition & Renovation

OWNER

- > Richard Brotherton (718) 391-1243
brothert@ddc.nyc.gov
Program Director
NYC Dept. of Design and Construction

ARCHITECT/ENGINEER

- > Erica Godun (646) 292-8273
egodun@fxfowle.com
Project Architect
FX Fowle
- > Marisa Visciano 212-532-96000
Project Engineer
SP Flack & Kurtz

PROJECT HIGHLIGHTS

- > Holding Cells
- > Tight site
- > Occupied Courthouse



KINGS COUNTY CRIMINAL COURTHOUSE

Brooklyn, NY

**PROJECT SYNOPSIS**

This 264,000 SF 12-story historic Kings County Courthouse building in New York City included facility additions, interior remodeling of court rooms, main entry lobbies, judges offices, holding cells, detainment areas and a central booking facility.

Interior renovations were phased and completed while the facility remained fully operational.

This renovation project has received a LEED Gold certification level.

PROJECT INFORMATION

Pre-Construction Phase fee .1%

Construction Phase Fee 3.25%

Reasons for change in Design Development and construction budgets resulted from additional scope of work being added as we proceeded through construction as well as schedule extensions due to owner approved changes to the work.

Duration from Substantial Completion to Final Completion was 75 days

Open Punchlist items at substantial completion 232

Of submitted change proposals 98

Of approved change proposals 77

Of approved change orders 17

Of submitted RFIs 270

PROJECT DETAILS**CONTRACT TYPE**

- > General Contractor

VALUE

- > Original: \$31,000,000
- > Actual: \$25,808,600

SCHEDULE

- > Original: Aug. 2013 - Aug. 2015
- > Actual: Aug. 2013 - Mar. 2015
- > Project finished ahead of schedule

SCOPE

- > 254,000 SF Addition & Renovation

REFERENCES**OWNER**

- > City of Jacksonville
Tom Goldsbury
(904) 255-8799
tomg@coj.net

ARCHITECT

- > AECOM
Doug McKenzie
(305) 444-4691
doug.mckenzie@aecom.com

AWARDS

- > LEED Certified
- > AGC Unique Safety Award

PROJECT TEAM

- > **Joe Capraro**
General Superintendent

PROJECT HIGHLIGHTS

- > Detention area and holding cells
- > Occupied courthouse



ED AUSTIN STATE ATTORNEY'S OFFICE & COURTHOUSE

Jacksonville FL

**PROJECT SYNOPSIS**

This 254,000 SF courthouse project incorporated upgrades and additions to the existing 5-story building, including historic courtrooms, law library, first floor main lobbies and historical stairwells. Design development and the construction budgets were equal. Budget saving during construction resulted from early project finish, construction activity improvements, responsible use of project allowances and protection of owner budget contingency.

Morganti utilized BIM technology to coordinate the new roof with the existing roof. This project also required renovations to the loading docks and the construction of a new steel and panel connector bridge from the Old Courthouse building to the new Duval Unified Courthouse building.

PROJECT INFORMATION

Pre-Construction Phase fee .008%

Construction Phase Fee 3.5%

Design Development and the Construction Budgets were equal. Budget savings during construction resulted from early project finish, construction activity improvements, responsible use of project allowances and protection of owner budget contingency

Duration from Substantial Completion to Final Completion was 50 days

Open Punchlist items at substantial completion 129

Of submitted change proposals 42

Of approved change proposals 17

Of approved change orders 5

Of submitted RFIs 272

PROJECT DETAILS**CONTRACT TYPE**

- > Construction Management at Risk

VALUE

- > Original \$61,000,000
- > Actual \$64,000,000

SCOPE

- > 455,000 SF new construction

SCHEDULE

- > Original Dec 2014 - Sept. 2016
- > Actual Dec 2014 - Aug. 2016

REFERENCES**OWNER**

- > Nadim Zabaneh
(713) 535-2460
nadim@temadevelopment.com
Tema Development

ARCHITECT

- > Mary Hart
(214) 748-2000
mary.hart@corgan.com
Corgan Associates

PROJECT TEAM

- > **Joe Kummer**
VP Operations
- > **Drew Scahill**
Sr. Project Manager
- > **Brian McNeal**
Superintendent
- > **Brian Phippen**
Project Manager
- > **Fernando Diosdado**
Project Engineer
- > **Daniel Santos**
QA/QC / Project Engineer



ONE HERMANN PLACE LUXURY APARTMENT COMPLEX

Houston, TX

**PROJECT SYNOPSIS**

Morganti, as the Construction Manager at Risk, managed the new construction of this masonry, stone, steel frame and windowed curtain wall 7-story luxury residential apartment building. This new high-end residential structure features 240,000 SF of net residential space (311,000 SF gross) with 224 high-end units composed of studios, one- and two-bedroom units, with a penthouse level. Each unit is fit-out with high-end details, ranging in size from 580 SF to 2,800 SF. In addition a 144,000 SF, 5-story, 351 space pre-cast concrete parking garage was constructed with a metal ceiling entry and second floor electric-car charging stations.

PROJECT INFORMATION

Pre-Construction Phase fee 0%

Construction Phase Fee 2.0%

Completion Orig Schedule 6/30/2016

Final Schedule 9/8/2017

Project budget and schedule duration increase was driven by owner requested change items and 3 months of weather related delays.

Duration from Substantial Completion to Final Completion was 60 days

Open Punchlist items at substantial completion 608

Of submitted change proposals 70

Of approved change proposals 55

Of approved change orders 15

Of submitted RFIs 307

SECTION 3

Firm Qualifications & Approach



3 FIRM QUALIFICATIONS | COST CONTROL

From day one, we take a teamwork-based approach to completing this project. Morganti works hand in hand with Hidalgo County, the design team, consultants and subcontractors to provide quality and value-driven construction projects. We want to be responsible stewards for the County’s project and funds. This includes thorough life cycle evaluations, constructability reviews and budgeting.

Morganti’s Typical Cost Estimating Methods During Pre-Construction

Early in the pre-construction process Morganti develops an accurate picture of the Owners’ schedule and project goals and requirements.

Morganti produces detailed milestone cost estimates, schedule, list of cost savings opportunities, and constructability comments at each stage of design, (SD, DD, and CDs). We are happy to provide a GMP at any stage of design estimating with the appropriate contingencies included.

Our detailed pre-construction estimates are developed in-house along with estimates from subcontractors to determine the cost of each specialized trade and scope of work. Morganti utilizes information from similar projects along with historical costs and current market projections. We develop a value management log for cost savings options to present to Hidalgo County.

We establish the owner’s expectations early for function and program. We listen to the architect’s description of their design intent and performance. Then we provide thoughtful feedback intended to help guide the project to meet or exceed expectations while maintaining focus on budget and schedule



After Approval of Guaranteed Maximum Price Proposal, our team will be prepared to immediately transition into timely buyout of all defined scopes of work. All GMPs will include general conditions, fee and appropriate contingencies or allowances to allow for final completion of the design documents.

Morganti’s Methodology for Working with the Project Team to Deliver a GMP within budget

GMP preparation is at the center of Estimating and Pre-Construction activities. It must be executed properly and it’s planning must be executed in a detailed manner at the earliest stage possible.

3 FIRM QUALIFICATIONS | COST CONTROL

Morganti understands the Hidalgo County has a fixed budget for the project and it is critical that the team be able to prioritize the needs and maximize the scope of work for the dollars spent. Providing accurate cost information is a critical component in identifying the priorities and making decisions on work to be performed. Early options can be priced and discussed, eliminating delays caused by re-design.

Our focus is ensuring design and construction milestone dates and deliverables are achieved as necessary to meet the project schedule. **The A/E team take the lead during design but our focus at each stage of design will be to work with the consultants to provide Hidalgo County a detailed estimate, a formal constructability analysis, a priced list of alternatives (with cost saving measures), and an updated project schedule.** Variance reports between the previous milestone and current estimates will be produced so the evolution of each stage is clear to all parties, and appropriate decisions can be made efficiently. This approach assures that the project remains on budget, with the best possible schedule. We also include the furniture and equipment vendors early in the process when possible to account for their requirements.

Our goal is to provide expert pre-construction services and an accurate GMP for Hidalgo County by:

- **Ensuring Hidalgo County's needs are the priority**
- **Open and Honest Communication**
- **Team Approach**
- **Transparent Cost Estimating and Reporting**
- **Build Common Expectations Early**
- **Weekly Meetings or Updates**
- **Everyone Must Succeed Mentality**

Typical Cost Control Methods During Construction

Cost control during construction starts at bid time. Providing clear and concise scope bid packages to subcontractors to develop their bids and followed by thorough buyout of subcontracts sets a project up for success early. Cost control methods we utilize include:

- Real time budget updating
- Accurate forecasting
- Compare actual to projected costs (analysis and trending)
- Contingency protection

Subcontractor Management: Morganti ensures that pre-qualified subcontractors bidding on the project have accurate and adequate information to maximize the competitiveness of their bid, including detailed scope of work statements, project schedule and project safety requirements. This also includes demanding compliance with all design and contract requirements.

Change Order Management Systems: Morganti has a regimented system for the evaluation and tracking of the requested project cost changes from pricing through review and approval.

Detailed Cost Reports: Detailed cost reports including actual/committed reports, labor reports and subcontractor and purchase order payment reports are used to monitor project costs on a bimonthly basis.



Means of Procuring Subcontracts, Scope Confirmation, Amounts, and Ensuring Proper Payment

As options are vetted and final decisions are made Morganti will seek competitive subcontractor pricing to develop a total Guaranteed Maximum Price (GMP) for the project. Morganti has a pre-qualification process for each

3 FIRM QUALIFICATIONS | COST CONTROL

subcontractor and bid package that will include a standard pre-qualification statement, financial information, insurance coverage, bonding ability, references, similar project history, safety record and an assurance of an adequate labor force. A detailed scope of work description will also be provided to each subcontractor to ensure complete coverage.

Construction

- Mobilization
 - Field Supervision
 - Site Facilities
- Administrative Controls
- Implement Logistic Plan
- Quality Management
 - Permits/Inspection/Testing
 - Samples/Mock-ups/Approvals
 - Testing & Documents
- Schedule Coordination
- Safety Management

- Document Controls
 - Plans & Specs
 - Submittals & Shop Drawings
 - Distribution of Information
- Materials Management
 - Material Delivery Schedule
 - Shop Inspection / Expediting
- Cost Control & Reporting
 - Change Management
 - Monthly Report
 - Forecasting Trends/Expenditures
- Green Building
 - Implement Green Building Practices

Post Construction

- Final Inspection
- Punch List
- Approvals
- Record Documentation
- O&M Manuals
- Turn-Over
- Warranty

Through pre-construction, we develop detailed bid packages for each trade that includes every scope of work necessary to complete the project. We pay special attention to items that can potentially fall in between trades, create overlap or not be covered at all. Once the bid packages are developed and the project goes to bid to the subcontractor market we include the bid packages with the project drawings, specs and other bid documents to help identify all of the things that need to be included and accounted for by subcontractors bidding specific scopes of work. This ensures that each subcontractors bid is complete and eliminates scope gaps or double-ups. Doing so helps achieve thorough, competitive and easily comparable bids while providing best value to Hidalgo County and reducing the risk of unaccounted for items through the course of the project.

Once bids are received, they are reviewed internally, as well as with Hidalgo County, to help identify the most complete and competitive subcontractors. Following this, we conduct post bid interviews with those subcontractors to review their bids against the project documents and scope of work to further guarantee everything is included for the best and most complete price, affords Hidalgo County a full assessment of each bid and allows us to move forward with awarding subcontracts.

Morganti believes in utilizing the full team during all phases of our projects, including subcontractor selection. Consultation and input from Hidalgo County and each of the team members leading up to, and through the bid process is a large part of our methodology.

Payment to subcontractors are made on a pay when paid basis, although certain exceptions can be made to reduce any potential hardships to smaller subcontractors. All proper documentation must accompany subcontractor pay applications. Pay applications are thoroughly reviewed and approved based on work performed by the project team, the design team, Jacobs and Hidalgo County to ensure proper payment.

Morganti's Process for Ensuring that the Design Documents Provide the Information Necessary to Arrive at a Complete GMP, Including all Owner Requirements with Reasonable Contingencies

In order to provide a complete and accurate GMP we conduct reviews for constructability, drawing completeness, coordination and quality assurance starting in early design stages. This allows us to eliminate questions and concerns to better develop a thorough and reliable GMP in the next stage of design. At later stages we also utilize 3rd-party peer reviews for the structural, MEP and building envelope designs. **During the design development,**

3 FIRM QUALIFICATIONS | COST CONTROL

Morganti's estimators and project team carefully review the drawings for design and construction alternatives that maintain quality but keep life cycle and value at the forefront.

This process allows for implementation of various alternative types of construction and materials that either extend the life of the facility or reduce the construction and/or operating costs. Morganti has the expertise to deliver effective analysis ensuring the integrity of the project while simultaneously working toward a Guaranteed Maximum Price.

This savings is maximized through Morganti's implementation of:

- **Contractibility reviews**
- **Drawings coordination reviews**
- **Early furniture, fixtures and equipment coordination meetings**
- **3rd party peer reviews**
- **Subcontractor input**
- **Adjustable contingencies reduced as design progresses**

During the pre-construction process, Morganti develops an accurate picture of the Owners' schedule and Project requirements. The Contingency Fund is developed based upon the current status of the design percentage of completion. As the design is further developed a smaller contingency is included in the budget as the scope becomes more defined. We recommend establishing the contingency at the most complete state of the drawings allowed by the schedule.

As your construction manager, Morganti has the fiduciary responsibility to operate as an extension of Hidalgo County, to deliver the best project value. 100% of all Savings realized is returned to Hidalgo County.



Please find [One Hermann Place Estimate example](#) on the following page

ONE HERMANN PLACE COST ESTIMATE

| | | | | | | | |
|--------|---------------------------------|-------------|---|---|---------|---|---|
| 272000 | DATA & VOICE STRUCTURED CABLING | VIP SYSTEMS | 0 | 0 | 317,393 | 0 | 0 |
| 272001 | SOUND SYSTEM | ALARMTECHS | 0 | 0 | 51,300 | 0 | 0 |
| 281000 | BURGLAR ALARM & ACCESS CONTROL | ALARMTECHS | 0 | 0 | 231,694 | 0 | 0 |
| | SOUND SYSTEM | | 0 | 0 | * | 0 | 0 |

| | | | | | | | |
|--------|---------------------------------------|-----------|---|---|--------|---|---|
| 28000 | FLOOR SAFE | | 0 | 0 | * | 0 | 0 |
| | LIBRARY SECURITY SYSTEMS | | 0 | 0 | * | 0 | 0 |
| | STAGE CURTAINS | | 0 | 0 | * | 0 | 0 |
| | LAUNDRY EQUIPMENT | | 0 | 0 | * | 0 | 0 |
| | MOTORIZED ELECTRIC PROJECTION SCREENS | | 0 | 0 | * | 0 | 0 |
| 11XXXX | LANDSCAPING ROCK EQUIPMENT | ALLOWANCE | 0 | 0 | 40,000 | 0 | 0 |

| | | | | | | | |
|--------|-------------------------------------|------------|---|---|-----------|---|---|
| 113000 | SHEET METAL FLASHING & TRIM | | 0 | 0 | * | 0 | 0 |
| 077100 | ROOF ACCESSORIES | CHAMBERLIN | 0 | 0 | w roofing | 0 | 0 |
| | ROOF SCUTTLE & HEAT SMOKE DETECTORS | | 0 | 0 | * | 0 | 0 |
| | BUILDING SEALANTS | | 0 | 0 | * | 0 | 0 |
| 079200 | JOINT SEALANTS | CHAMBERLIN | 0 | 0 | 251,229 | 0 | 0 |

| | | | | | | | |
|--------|--------|--------------------|---|---|---|---|---|
| 124813 | 081113 | CONCRETE WALKS | 0 | 0 | 0 | 0 | 0 |
| | 081400 | EPOXY RELATED WORK | 0 | 0 | 0 | 0 | 0 |
| 122100 | | CONCRETE PAVING | 0 | 0 | 0 | 0 | 0 |
| | | MISC SITE CONCRETE | 0 | 0 | 0 | 0 | 0 |

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|--------|--------|--|--|--|--|--|--|
| 033100 | 083327 | | | | | | |
| | 083326 | | | | | | |
| | 083323 | | | | | | |
| | 083213 | | | | | | |
| | 084413 | | | | | | |

| | | | | | | | |
|--------|--------|--|--|--|--|--|--|
| 031000 | 087000 | | | | | | |
| | 085113 | | | | | | |
| | 107113 | | | | | | |

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|--------|--------|--|--|--|--|--|--|
| 321313 | 072413 | | | | | | |
| 031001 | 092950 | | | | | | |
| | 093023 | | | | | | |

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|--------|--------|--|--|--|--|--|--|
| 032000 | 072600 | | | | | | |
| 033816 | 093023 | | | | | | |

| | | | | | | | |
|--------|--------|--|--|--|--|--|--|
| 142100 | 096519 | | | | | | |
| 149100 | 096000 | | | | | | |
| 096400 | 096816 | | | | | | |

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|--------|--------|--|--|--|--|--|--|
| 230900 | 096700 | | | | | | |
| | 096750 | | | | | | |

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|--------|--------|--|--|--|--|--|--|
| 230800 | 042113 | | | | | | |
| 221113 | 042200 | | | | | | |
| | 047200 | | | | | | |

| | | | | | | | |
|--------|--------|--|--|--|--|--|--|
| 211313 | 099123 | | | | | | |
|--------|--------|--|--|--|--|--|--|

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|-------|--|--|--|--|--|--|--|
| 40010 | | | | | | | |
|-------|--|--|--|--|--|--|--|

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|-------|--------|--|--|--|--|--|--|
| 40100 | 260519 | | | | | | |
| | 105500 | | | | | | |

| | | | | | | | |
|--------|--------|--|--|--|--|--|--|
| per SF | 337100 | | | | | | |
| | 10XXXX | | | | | | |

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|--|--------|--|--|--|--|--|--|
| | 102816 | | | | | | |
| | 102814 | | | | | | |
| | 104413 | | | | | | |

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|--|--------|--|--|--|--|--|--|
| | 102819 | | | | | | |
| | 105723 | | | | | | |
| | 102815 | | | | | | |
| | 102813 | | | | | | |

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|--|--------|--|--|--|--|--|--|
| | 071200 | | | | | | |
|--|--------|--|--|--|--|--|--|

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|--|--------|--|--|--|--|--|--|
| | 071201 | | | | | | |
| | 072100 | | | | | | |
| | 095920 | | | | | | |

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|--|--------|--|--|--|--|--|--|
| | 073008 | | | | | | |
| | 074213 | | | | | | |
| | 075400 | | | | | | |

| Run: | 12/6/17 12:30 PM | PROJECT: | One Hermann Place | | | | | | |
|-----------------------------|---|--------------------|-------------------|------------------|------------------|------------------|-----------|----------|----------|
| PROJECT TIME====> | 19 MONTHS | BUILDING SIZE NEW> | 440,000 | | | | | | |
| BID DATE====> | October 31, 2014 | LIQ DAMAGES : | \$0 per day | | | | | | |
| BASE BID TIME====> | 3PM | ARCHITECT : | Corrigan | | | | | | |
| ALTERNATE BID TIME=> | N/A | ESTIMATOR: | Joe Kummer | | | | | | |
| NOTES: | | | | | | | | | |
| GENERAL CONDITIONS | | | | | | | | | |
| Spec | Description | Rate | Sub/Notes/Qty | Material | Labor | Subcontract | Equipment | Other | M |
| 010000 | General Conditions | | | 220,715 | 1,632,000 | 0 | | | W |
| 010001 | General Requirements | | | 786,885 | 216,000 | 57,180 | | | B |
| 011130 | Design Fees | | | | | 0 | | | E |
| 400005 | BUILDING PERMIT CITY OF HOUST | 1 | 1=Reqd 2=Exclude | 98,004 | 0 | 20,000 | 0 | 0 | |
| TOTAL GEN CONDITIONS | | 3,030,784 | | 1,105,604 | 1,848,000 | 77,180 | 0 | 0 | M |
| Spec | Scope of Work | 2nd Low \$ | Low Bidder | Material | Labor | Subcontract | Equipment | Other | E |
| | GEOTECHNICAL REPORT | | PLUG | 0 | 0 | * | 0 | 0 | D |
| 312500 | EROSION CONTROL | | ECO SERVICES | 0 | 0 | 24,287 | 0 | 0 | |
| 311000 | SITE CLEARING | | STI | 0 | 0 | w earthwork | 0 | 0 | |
| 311001 | TREE PROTECTION | | Allowance | 0 | 0 | 40,000 | 0 | 0 | |
| 055100 | TRENCH / EXCAVATION SAFETY SYSTEM | | | 0 | 0 | * | 0 | 0 | |
| 312300 | EARTHWORK | | STI | 0 | 0 | 662,066 | 0 | 0 | |
| | FINISH GRADING | | | 0 | 0 | * | 0 | 0 | |
| | TRENCHING & BACKFILLING | | | 0 | 0 | * | 0 | 0 | |
| 055000 | SOIL STABILIZATION | | | 0 | 0 | * | 0 | 0 | |
| 032999 | TERMITE CONTROL | | Exclude | 0 | 0 | 0 | 0 | 0 | |
| 311002 | TRAFFIC CONTROLS | | STI | 0 | 0 | w earthwork | 0 | 0 | |
| | FLEXIBLE BASE | | | 0 | 0 | * | 0 | 0 | |
| | ASPHALTIC CONCRETE PAVING | | | 0 | 0 | * | 0 | 0 | |
| 328000 | IRRIGATION SYSTEM | | Commercial | 0 | 0 | 50,540 | 0 | 0 | D |
| 321400 | UNIT PAVERS | | Black Stone | 0 | 0 | 208,491 | 0 | 0 | D |
| 334000 | SITE UTILITIES | | STI | 0 | 0 | 412,080 | 0 | 0 | D |
| 323000 | SITE IMPROVEMENTS | | T&G- Allowance | 0 | 0 | 112,788 | 0 | 0 | D |
| 323200 | PLANTERS AND FURNISHINGS | | Allowance | 0 | 0 | 104,097 | 0 | 0 | D |
| | HYDROMULCH SEEDING | | | 0 | 0 | * | 0 | 0 | |
| 32XXXX | PAVEMENT MARKING | | Sparkle Bright | 0 | 0 | 14,258 | 0 | 0 | |
| 329000 | LANDSCAPING | | Blackstone+Plugs | 0 | 0 | 241,526 | 0 | 0 | |
| | NATURAL TURF INSULATION | | | 0 | 0 | * | 0 | 0 | |
| | CHAIN LINK FENCE & GATES | | | 0 | 0 | * | 0 | 0 | |
| | IMPORTED TOPSOIL | | | 0 | 0 | * | 0 | 0 | |
| 323100 | ORNAMENTAL FENCE | | Astro | 0 | 0 | 81,050 | 0 | 0 | |
| | POLYURETHANE TRACK SURFACE BASE MAY SYSTEM | | | 0 | 0 | * | 0 | 0 | |
| | HARD LANDSCAPING | | | 0 | 0 | * | 0 | 0 | |
| | POLYURETHANE TRACK - ROCK BASE | | | 0 | 0 | * | 0 | 0 | |
| | POLYURETHANE TRACK W/ STRUCTURAL SPRAY COAT | | | 0 | 0 | * | 0 | 0 | |
| | TRACK STRIPING | | | 0 | 0 | * | 0 | 0 | |
| | ATHLETIC EQUIPMENT | | | 0 | 0 | * | 0 | 0 | |
| | TESTING LABORATORY SERVICES | | | 0 | 0 | * | 0 | 0 | |
| | STRIPING & WHEELSTOPS | | | 0 | 0 | * | 0 | 0 | |
| | ROADWAY SIGNAGE | | | 0 | 0 | * | 0 | 0 | |
| | DEWATERING | | | 0 | 0 | 0 | 0 | 0 | |
| DIVISION 2====> | | | | 0 | 0 | 1,951,183 | 0 | 0 | |
| | DRILLED PIERS | | | 0 | 0 | * | 0 | 0 | |
| | 6" MACHINE CURB | | | 0 | 0 | 0 | 0 | 0 | |
| | 6" MACHINE CURB AND GUTTER | | | 0 | 0 | 0 | 0 | 0 | |

3 FIRM QUALIFICATIONS | SCHEDULE CONTROL

Morganti's Typical Scheduling Methods During the Pre-Construction & Construction Phases

Identifying critical activities and developing these into a well coordinated plan assures a seamless transition from pre-construction to construction in regards to managing and updating the project schedule.

We build and manage the schedule and coordinate with project team members (county officials, designers, consultants and subcontractors) on important tasks and activities. We have completed numerous projects of this size and scope and are responsible for establishing, managing, and delivering the overall project schedule.

Describe Typical Schedule Control Methods During Construction

Our on-site team's responsibilities include scheduling of work activities, managing the labor force to meet deadlines, developing detailed look ahead schedules, coordinating material deliveries and equipment. In addition, coordination with the Project Manager takes place on a regular basis for schedule and budget projections. **By keeping the schedule up to date and using our experience, scheduling tools and flexible reports we can quickly identify areas that are not meeting the schedule and react immediately so the project is not impacted.**

We prefer to build our schedules so they include all major project milestones from Notice to Proceed for Construction through client move in. Comprehensively being able to track all construction and owner activities and important dates provides critical awareness to the project team of the project status. We will turn over and make available areas to Hidalgo County as early as possible to ensure that installation of furniture and equipment can take place as needed.

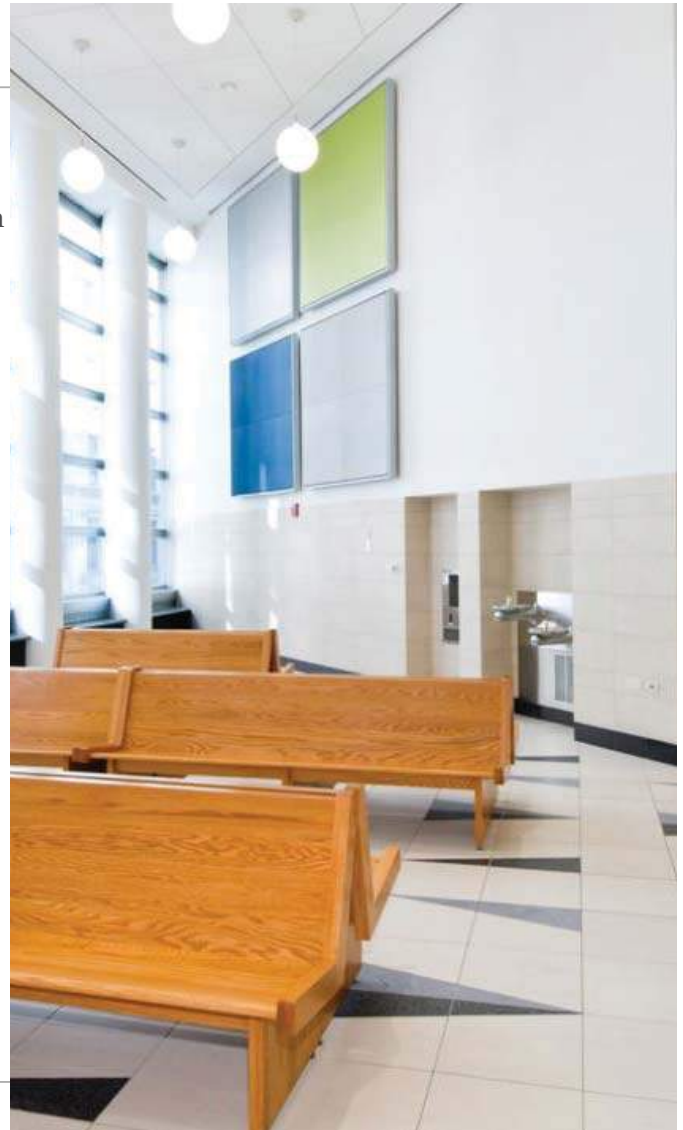
Morganti appreciates that Hidalgo County has deadlines and activities relevant to the overall success of the project. During our coordination meetings with the owner an ongoing topic will be schedule updates. We will use this time to discuss any potential accelerations that will benefit Hidalgo County.

Give Examples of How Morganti Assured Timely Completion of Other Projects, Including Methods for Schedule Recovery, if Necessary.

On our projects, we take our client's time frames seriously. Meeting their deadlines is imperative. **When developing a schedule we investigate how to construct your project as efficiently as possible without reducing quality or taking short-cuts.** We are open and honest with durations to set agreeable and accurate expectations. Schedule recovery example: **For One Hermann Place we had over 90 days of weather related delays. Through a combination of subcontractor collaboration and extended daily hours, weekend and multiple shifts we were able to recover the lost time and complete the project on schedule.**

From the Projects Listed in Response to Section II.2, Provide Examples of How These Techniques Were Used Including Specific Scheduling Challenges/Requirements & Actual Solutions.

On One Hermann Place, despite recovering from the weather delays, we were still able to finish some areas of the building early to benefit the client. We identified that several floors could be completed and gain occupancy months



3 FIRM QUALIFICATIONS | SCHEDULE CONTROL

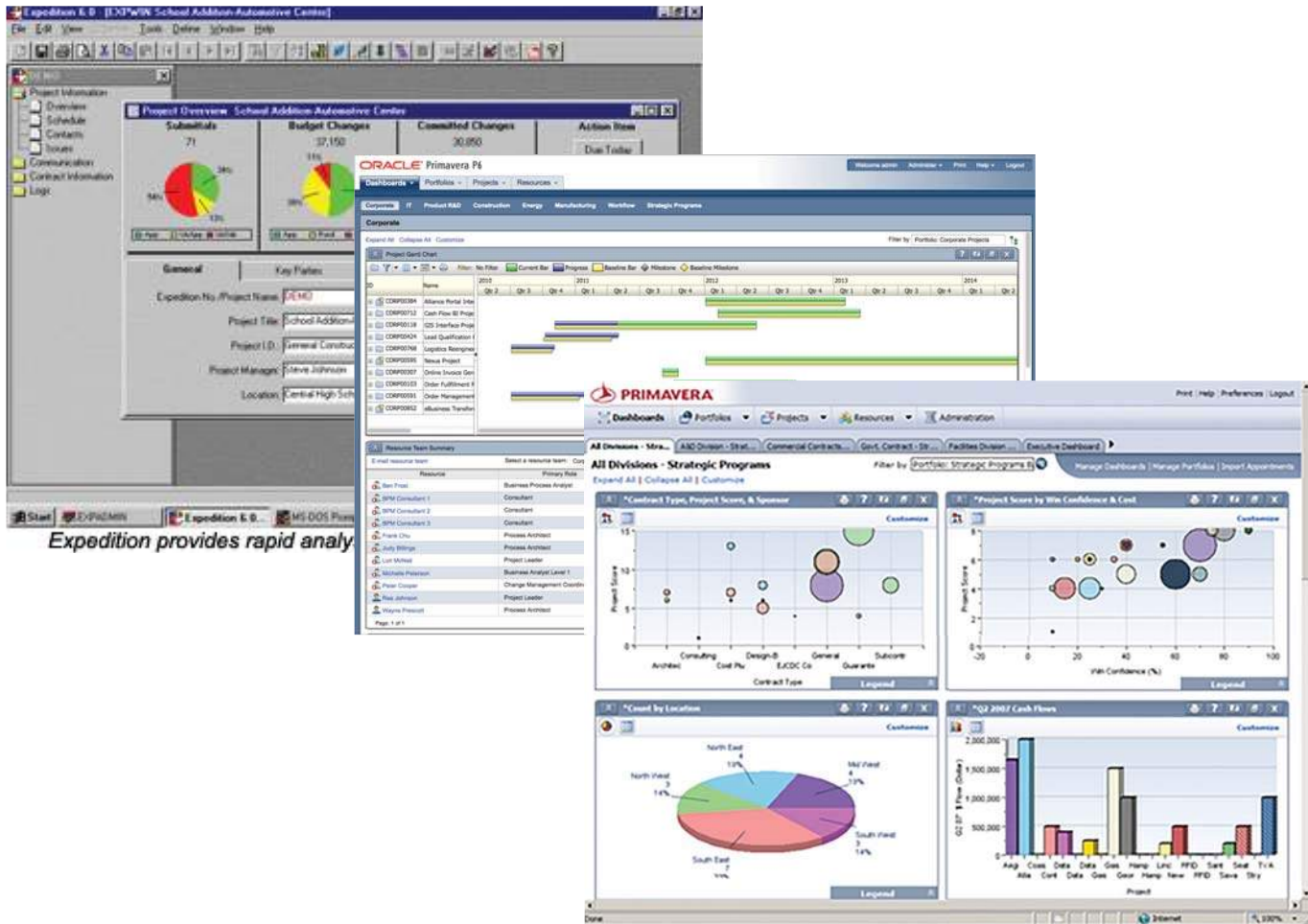
before the overall project completion. These floors, being a revenue generation source, were quickly put on an expedited breakout schedule to finish these areas well ahead of the original date and the rest of the project enabling our client to gain early revenue.

For the Manhattan County Courthouse, we extensively used our material procurement schedule. Early in the project, we developed the schedule of building materials and the dates they were to be available on-site. We issued this schedule to subcontractors and had them commit to the dates required. This helped us with the very tight project site and limited storage area and also acted as a notification to subs when we had to have specific material or equipment available. Having them commit to our procurement schedule also makes our subcontractors responsible to meet those dates by whatever means is necessary for them to do so.

We will use this same mindset going into the Hidalgo County Courthouse Project, if areas of the facility are able to be turned over earlier and it makes sense to do so, Morganti will create a breakout schedule showing how much time can be gained so Hidalgo County can make the decision of whether or not it makes sense for this project. We will also provide close coordination of material and equipment deliveries to make best use of limited space.

Morganti'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.

Our staff experience includes P6, SureTrak and Microsoft Project CPM software as well as more detailed 3 week look ahead schedules.



Please find One Hermann Place Schedule example on the following page

3

FIRM QUALIFICATIONS | LITIGATION & REFERENCES

Litigation

Morganti Texas, Inc. has no litigation or claims related to relevant projects within the past five years. Morganti Texas, Inc. has never been barred from performing public work projects.

References

MANHATTAN FAMILY COURTHOUSE

> Patricia Weber
Domitory Authority of
The State of New York
(212) 406-9752

ED AUSTIN STATE ATTORNEY'S OFFICE

> Tom Goldsbury
City of Jacksonville
(904) 255-8799
tomg@coj.net

KING'S COUNTY CRIMINAL COURTHOUSE

> Richard Brotherton
NYC Dept. of Design and Construction
(718) 391-1243
brother@ddc.nyc.gov

Mitchell | Giurgola Architects, LLP 170 WEST 97TH STREET NEW YORK, NY 10025 TEL 212.663.4000 FAX 212.866.5006 WWW.MITCHELLGIURGOLA.COM

02 March 2007

RE: The Morganti Company
Reference Letter

To whom it may concern,

I have been working with Construction Management professionals from The Morganti Company for over 8 years, specifically on a very complicated multi-phase renovation project of an existing 12-story Courthouse Building in Lower Manhattan. The Project has required enormous patience, significant design team interaction and cooperation, complicated construction techniques and a lot of client interface. The Project has included the renovation of the entire exterior facade and a good portion of the interior space, all completed while the building has remained fully operational.

In their capacity as the Construction Manager (not-at-risk) on the Project, the Morganti Company has provided a very high level of professional service. They are able to add significant value during the design phase, have managed the execution of the construction smoothly, and in general have created a productive team environment between all the professionals that have become involved in the effort.

I would certainly recommend them for similar projects. Please do not hesitate to contact me with any questions or concerns.

Regards,



Stephen M. Dietz, AIA
Partner

BUILDING INSPECTION DIVISION

Jacksonville
Where Florida Begins.

July 21, 2014

The Morganti Group, Inc.
1450 Centrepark Blvd., Suite 260
West Palm Beach, FL 33401

Re: Letter of Recommendation

Dear Selection Committee:

It is my pleasure to have this opportunity to express my gratitude to The Morganti Group. As the project manager for Renovation to the Old Federal Courthouse project as well as the Building Official for the City of Jacksonville, I have seen Morganti illustrate the professional experience and knowledge necessary to complete the renovation of this historical building here in Jacksonville.

In the last year, Morganti has continuously assisted the design team, State Attorney's Office, and the City of Jacksonville in resolving hidden obstacles that arose, which helped save the project in both cost and time. Morganti has passed all the tests a contractor could have been subjected to during this project.

The City of Jacksonville and the State Attorney's Office are very excited to complete this major renovation project. We would all like to thank Morganti for all of their efforts to make this happen. I would recommend Morganti for any future projects and look forward to working with them again.

Sincerely,



Thomas H. Goldsbury, P.E., CBO, LEED AP
Chief, Building Inspection Division
City of Jacksonville

PLANNING and DEVELOPMENT DEPARTMENT

214 N. Hogan Street, Room 273 | Jacksonville, FL 32202 | Phone: 904.630.1100 | Fax: 904.255.8552 | www.coj.net

SECTION FOUR

Personnel & Staffing



4 FIRM QUALIFICATIONS | PERSONNEL & STAFFING



HIDALGO COUNTY

JOE KUMMER
Vice Pres. of Operations



FRANK CASIAS
Estimator



DREW SCAHILL
Dir. of Pre-Con / Sr. Project Manager



JOE CAPRARO
General Superintendent



TOMMY JOHNSON
Estimator



PAUL KUMMER
Sr. Project Manager



BRIAN MCNEAL
Sr. Superintendent



BRIAN PIPPIN
Project Manager



CARLOS TORRES
Superintendent



DAVID MAJDA
Project Manager



STEVE CHAVEZ
Assistant Superintendent

The key staff proposed have been carefully selected to ensure the timely and successful construction of the project while upholding the highest standards of construction safety management and quality.



FRANK CASIAS III
Project Engineer



FERNANDO DIOSDADO
Project Engineer



MELODY DOUGLAS
Project Administrator



LAWRENCE ROSATI
QA/QC



GIANNI GIACCHI
Corporate Safety



DANIEL SANTOS
Safety Specialist

4 FIRM QUALIFICATIONS | PERSONNEL & STAFFING

As project executive, **Joseph Kummer** is responsible for the overall success and client satisfaction for the project. He manages the pre-construction and construction team from project award through close-out. Joseph will build a positive and collaborative working relationship with Hidalgo County, design team, and will focus his efforts on ensuring a high quality and best value court house for the Hidalgo County community. With the authority to draw on the entire Morganti organization, he will manage our team and ultimately ensure that Hidalgo County's needs and expectations are exceeded. Joseph has served as Project Executive on multiple high value and complex capital projects, including projects in the Rio Grande Valley.

Drew Scahill leads the pre-construction effort as well as serves as Senior Project Manager. Working with the design team, estimators and construction team he is responsible for developing accurate estimates, providing value management options, constructibility reviews, and identifying best value at each stage of the design. Drew will work constructively with the design team to ensure design milestones are met in order to keep the project on schedule. The continuity from pre-construction through construction ensures nothing is lost in translation and detailed knowledge of the project is consistent. Drew will ensure that the functionality, cost and schedule requirements of Hidalgo County are met. His experience includes pre-construction and project management on several large capital projects, court house projects and has project experience in the Rio Grande Valley.

Involved from the start of pre-construction through close-out of the project, **Paul Kummer** will co-lead the project management team and be heavily involved with community and local firm engagement. His experience with managing occupied campus projects, organizational and communication skills are an asset to the project team. He will provide oversight of communication and coordination for construction and ensure that on-going courthouse operations aren't affected. He is also involved in overseeing the project progress and meeting the safety and quality goals. Paul has completed over \$450M worth of projects on occupied campuses with limited space for construction. His experience and attitude towards working in, on or around operational facilities while being able to deliver a new project will greatly benefit the Hidalgo County Court House Project.

Brian Pippin has over 13 years of CMAR experience on large capital projects. Brian's hands-on project management experience includes the Bell County Court House Project. Brian will participate in pre-construction before transitioning full time to the management of the project. He will oversee the field staff and project office staff as well as the submittal/shop drawing process, material expediting and overall construction schedule. Brian will be responsible for progression of work in the field and communication to the rest of the project team on budget, schedule and construction activities. Brian takes an active approach ensure the project's budget and schedule goals are met. Towards completion of the project he directs the elimination of punch list items and early assembly of close-out documents.

David Majda is a long-term Rio Grande Valley resident and has been project manager on many projects in the valley. He will be involved in pre-construction and lead our local purchasing efforts as well as our local subcontractor and supplier outreach. David has extensive mechanical, electrical and plumbing experience and will take the lead on the management of construction for the Central Utility Plan and coordination of material and equipment related to the building utilities. David's local knowledge and experience will be a great benefit to the Hidalgo County Court House project and will help ensure a significant amount of local subcontractor participation. David will also ensure that the MEP equipment is available as needed to condition the building to allow for proper completion of finishes and is fully tested to meet project specifications.

Our field supervision, led by **Joseph Capraro and Brian McNeal** are responsible during pre-construction for schedule input, constructability reviews and logistics plans. They participate in investigations of existing conditions of the project site and relay relevant information to the design team. The focus of Joseph Capraro, Brian McNeal, **Carlos Torres and Steve Chavez** during construction is building your project safely and efficiently with a high level of quality. They are responsible for overseeing the daily construction activities, managing material and equipment deliveries and overall progress of the project. Our expert team of field supervision professionals have completed multiple court house/corrections projects and many other complex, high value projects including significant work completed on a self-perform basis.

Frank Casias and Tommy Johnson support the pre-construction efforts including; value management, budgeting and how to achieve economy without sacrificing performance or aesthetics. They perform subcontractor and supplier outreach and develop thorough bid packages to eliminate scope gaps and ensure completeness of sub bids. Frank and Tommy also assess market conditions with regard to material and labor availability and the impact on construction pricing. They bring additional strong subcontractor relationships to ensure sub bid coverage leading up to bid day.

As Project Engineers, **Frank Casias III and Fernando Diosdado** will assist the Project Manager and Superintendents in all construction activities. Frank and Fernando will initially focus on submittals and procurement of material to make sure all items will be ready when needed. Frank and Fernando will be responsible for managing the procurement schedule and for regular communication with subcontractors or suppliers to confirm delivery dates due to the limited space for the project. During construction they will review the site daily, drive progress, review project controls, facilitate communication and documentation to keep the project running smoothly. They also take a very active and early role in the close-out process.

Lawrence Rosati our QA/QC Manager will work with the owner and design team to establish and implement a project specific quality program. Morganti's Quality Control System (QCS) is developed and highly detailed in accordance with the contract documents and the US Army Corps of Engineers Quality Control Standards. Our QA/QC staff are involved in pre-construction to develop constructability reviews and participate in material selection for cost control and functionality. Particularly focused on concrete quality, building envelope performance and MEP system operation, Lawrence will conduct regular inspections throughout the project to ensure quality assurance is met and verify that the specified and approved materials are being used. Lawrence will also participate in pre-installation meetings for various scopes of work to make sure that installation details and multiple trade scopes of work.

To support of company culture of safety, our safety team of **Gianni Ginocchi and Daniel Santos** develop a customized project specific safety plan for the Hidalgo County Court House and review specific subcontractor safety programs. They will create a plan to identify and eliminate safety risks during the life of the project. This specific plan will include procedures, inspections, enforcement, documentation and reporting tailored to the project and the specific tasks required. In addition to the safety audits, inspection, checklists and other tools Morganti utilizes, they will be involved in on-going training for all personnel on-site. Each person entering the project site will be required to complete training prior to being badged and receiving a hard hat sticker.

Melody Douglas serves as the communication and administration hub for the project. Melody manages the required documentation for the project, insurance certificates, subcontractor compliance, owner's reports, subcontractor prompt payments and SWMBE documentation.

Additional local staff will be added to the team as necessary for a completely successful project and ensure that Hidalgo County's expectations are met. Some of the staff we will be looking to hire locally include; field supervision, foremen, field labor, administrative personnel and college interns.



JOSEPH KUMMER
VP / Project Executive

- ☑ *Courthouse Experience*
- ☑ *OSHA 30*
- ☑ *Project Experience in Rio Grande Valley*

Mr. Kummer has over 2 decades of experience in the construction of a wide range of building types and infrastructure projects. His diversified background and extensive experience with complex, multi-phased and schedule driven projects provides him with a broad perspective and a firm comprehension of the technical solutions vital to the success of any project. He possesses a thorough understanding of contract management, procurement and management reporting systems necessary to effectively manage the costs, schedule and quality of multiple projects.

RELEVANT EXPERIENCE

CENTERPOINT MEDICAL CENTER

MISSION, TX
\$134,000,000

SCOPE HIGHLIGHTS

- New 434,898 SF hospital combined and replaced existing building. Project included 26,500 MOB, and central plant



FT. BEND COUNTY COURTHOUSE

RICHMOND, TX
\$59,000,000

SCOPE HIGHLIGHTS

- New construction of two 4-story buildings
- 17 courtrooms
- Holding cells



UT BROWNSVILLE- TX SOUTHMOST

BROWNSVILLE, TX
\$21,000,000

SCOPE HIGHLIGHTS

- New construction of the Wellness, Recreation and Kinesiology Complex



FRANK D. CASIAS
ESTIMATOR

- ☑ *Phased Construction Experience*
- ☑ *Occupied Project Experience*
- ☑ *OSHA 30*
- ☑ *Project Experience in The Valley area*

Mr. Casias has been in the Construction Management industry since 1981. As Estimator, he provides accurate estimates, scope analysis, scheduling, value engineering, constructability analysis, cost and quality control. He will be involved in estimating, value engineering, estimate analysis/studies, participate in constructability reviews. He is well versed in establishing project objectives, policies, procedures and performance standards within boundaries of corporate rate policy, initiating and maintain liaison with prime client, architect and engineer contacts.

RELEVANT EXPERIENCE

SAISD ADDITIONS & RENOVATIONS

SAN ANTONIO, TX
\$56,769,000

SCOPE HIGHLIGHTS

- CMAR projects
- Occupied sites
- Phased construction
- 373,000 SF



WAVE BREAKER & AQUATICA SEAWORLD

SAN ANTONIO, TX
\$19,950,000

SCOPE HIGHLIGHTS

- CMAR
- New water-coaster over existing lake and water slide
- Self performed concrete



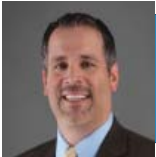
UH-VICTORIA STUDENT HOUSING

VICTORIA, TX
\$19,000,00

SCOPE HIGHLIGHTS

- CMAR
- New construction
- Occupied Campus



**DREW SCAHILL**

Director of Pre-Construction / Sr. PM

- ☑ Courthouse Experience
- ☑ Phased Construction Experience
- ☑ OSHA 30
- ☑ Project Experience in Rio Grande Valley

Mr. Scahill is responsible from the Pre-Construction phase through final completion. He collaborates with the owner and design professionals during the planning stage and develops estimates during the schematic, design development and construction document phases which leads to a final Guaranteed Maximum Cost (GMC). Other responsibilities include constructability reviews, value engineering, bid package preparation, sub-contractor qualifications, scheduling and site logistics. Pre-Construction activities develop the guidelines that ensure successful project goals, budget and schedule.

RELEVANT EXPERIENCE

METHODIST WEST HOUSTON

HOUSTON, TX
\$230,000,000

SCOPE HIGHLIGHTS

- New hospital campus
- 500,000 SF hospital, 170,000 sf MOB, and 25,000 SF central plant



GALLERIA OFFICE TOWERS

HOUSTON, TX
\$120,000,000

SCOPE HIGHLIGHTS

- New construction of 13-story and 16-story office towers
- New construction of 7-story parking garage



BROWNSVILLE FED. COURTHOUSE

BROWNSVILLE, TX
\$24,000,000

SCOPE HIGHLIGHTS

- New construction of 3-story structure with basement, parking, central plant, and 4 courtrooms

**PAUL KUMMER**

SR. PROJECT MANAGER

- ☑ LEED GA
- ☑ OSHA 30
- ☑ Correctional Project Experience

Mr. Kummer has over 20 years of construction experience with complex and challenging projects. Paul has completed multiple large scale projects on or near occupied campuses that also included new central utility plans. His experience includes projects in the following market sectors: governmental, health-care, higher education, central utility plants, life sciences, general office and correctional.

RELEVANT EXPERIENCE

SHAWNEE MISSION MEDICAL CENTER

MERRIAM, KS
\$145,000,000

SCOPE HIGHLIGHTS

- 360,000 sf, new 7-story cast in place concrete tower
- Occupied campus
- New central plant and garage
- Relocation of ED



MRIGLOBAL RESEARCH INSTITUTE

KANSAS CITY, MO
\$42,000,000

SCOPE HIGHLIGHTS

- New 140,000 SF 8-story cast in place concrete life sciences building with bio-safety laboratories and clean rooms
- Occupied campus



ALOFT HOTEL IN THE GALLERIA

HOUSTON, TX
\$23,000,000

SCOPE HIGHLIGHTS

- New 5 story 143,324 SF garage with a 65,325 SF, 5 story hotel on top
- Occupied site
- Tight project site
- Cast-in-place



4

FIRM QUALIFICATIONS | PERSONNEL & STAFFING



THOMAS JOHNSON
Estimator

- ☑ *Phased Construction Experience*
- ☑ *Occupied Project Experience*
- ☑ *OSHA 30*

As Estimator, Mr. Johnson will serve as the advisor throughout pre-construction and construction to provide checks and balances and identify any issues that need to be addressed in order to achieve project milestones. For any trade that falls behind schedule, he will assist the team in developing a recovery schedule to get the project back on track promptly. The schedule will be formatted to meet all the requirements of the contract. He will also provide monthly updates to the schedule as required to manage the project and to satisfy the contract requirements.

RELEVANT EXPERIENCE

SAISD ADDITIONS & RENOVATIONS

SAN ANTONIO, TX
\$56,769,000

SCOPE HIGHLIGHTS

- CMAR projects
- Occupied sites
- Phased construction
- 373,000 SF



WAVE BREAKER & AQUATICA SEAWORLD

SAN ANTONIO, TX
\$19,950,000

SCOPE HIGHLIGHTS

- CMAR
- New water-coaster over existing lake and water slide
- Self performed concrete



UH-VICTORIA STUDENT HOUSING

VICTORIA, TX
\$19,000,00

SCOPE HIGHLIGHTS

- CMAR
- New construction
- Occupied Campus



BRIAN PIPPIN
Project Manager

- ☑ *Courthouse Experience*
- ☑ *High Value/Intricate Construction Experience*
- ☑ *Occupied & Phased Project Experience*
- ☑ *OSHA 30*

Mr. Pippin has been working in the construction industry since 2005. As Project Manager, Mr. Pippin is involved in this project from beginning to end. He is a dedicated professional familiar with complex projects. His experience, knowledge of the industry gives him a clear working knowledge of the skills required to deliver each project on-time, within budget and to the owner's satisfaction. He is the key member of the on-site construction staff and has the daily responsibility to plan, permit, review, direct, coordinate and supervise the project.

RELEVANT EXPERIENCE

BELL COUNTY COURTHOUSE

BELTON, TX
\$22,700,000

SCOPE HIGHLIGHTS

- 92,500 SF expansion
- 6 new courtrooms
- Holding cells



ONE HERMANN PLACE LUXURY APARTMENTS

HOUSTON, TX
\$75,000,000

SCOPE HIGHLIGHTS

- Class "A" cast in place residential structure
- 455,000 sf
- Limited project site



METHODIST STONE OAK HOSPITAL

SAN ANTONIO, TX
\$111,000,000

SCOPE HIGHLIGHTS

- 400,000 sf
- New 5-story steel building and medical office building and precast garage



4 FIRM QUALIFICATIONS | PERSONNEL & STAFFING



DAVID MAJDA
PROJECT MANAGER

- ✓ High Value/Intricate Construction Experience
- ✓ Phased and Occupied Construction Experience
- ✓ OSHA 30
- ✓ Project Experience in Rio Grande Valley
- ✓ Rio Grande Valley Resident

Mr. Majda resides in the Rio Grand Valley area and has completed several projects in the area. David brings over 35 years of experience in the construction industry. He has experience in a variety of positions including management and supervision, project coordination and development coupled with extensive field experience. David has demonstrated excellent planning and organizational skills. He displays excellent communication skills and interfaces effectively with all levels of management as evidenced by successful negotiations and construction management achievements which contributed significantly to projects being completed on schedule and within budget.

RELEVANT EXPERIENCE

TENANT FINISH ENRON BUILDING 2

HOUSTON, TX
\$250,000,000

SCOPE HIGHLIGHTS

- New 42-story tower in downtown Houston
- Project also included new 40,000 SF data center



ALAMODOME STADIUM

SAN ANTONIO, TX
\$182,000,000

SCOPE HIGHLIGHTS

- New 65,000 seat facility and convention center accommodating 72,000 people



SEAWORLD THEME PARK- TEXAS

SAN ANTONIO, TX
\$147,000,000

SCOPE HIGHLIGHTS

- New construction of the Seaworld Theme Park including Shamu Stadium, Lake, and Water Ski Stadium



FERNANDO DIOSDADO
Project Engineer

- ✓ Courthouse Experience
- ✓ Phased Construction Experience
- ✓ Occupied Project Experience
- ✓ OSHA 30

The Project Engineer assists the Project Manager in all construction activities, including preparing and managing estimates, schedules, submittals, RFIs, work plans, and updating the project while maintaining productive working relationships with subcontractors and Owner representatives. He will help with coordinating bids during pre-construction phase. Fernando takes a very active role from start of the project to ensure a thorough project close-out.

RELEVANT EXPERIENCE

FT. BEND COUNTY COURTHOUSE - PH.2

RICHMOND, TX
\$2,538,700

SCOPE HIGHLIGHTS

- 2 new courtrooms, judges chambers, administrative space and holding cells
- Occupied site



UH-VICTORIA STUDENT HOUSING

VICTORIA, TX
\$19,000,000

SCOPE HIGHLIGHTS

- CMAR
- New construction
- Occupied Campus



ONE HERMANN PLACE LUXURY APARTMENTS

HOUSTON, TX
\$75,000,000

SCOPE HIGHLIGHTS

- Class "A" cast in place residential structure
- 455,000 sf
- Limited project site





FRANK CASIAS III
Project Engineer

- ☑ *Phased Construction Experience*
- ☑ *Occupied Project Experience*
- ☑ *OSHA 30*

Frank supports the pre-construction efforts including; value management, budgeting and how to achieve economy without sacrificing performance or aesthetics. Frank also assesses market conditions with regard to material and labor availability and the impact on construction pricing. Frank brings additional strong subcontractor relationships to ensure sub bid coverage leading up to bid day.

RELEVANT EXPERIENCE

SAISD ADDITIONS & RENOVATIONS

SAN ANTONIO, TX
\$56,769,000

SCOPE HIGHLIGHTS

- CMAR projects
- Occupied sites
- Phased construction
- 373,000 SF



WAVE BREAKER & AQUATICA SEAWORLD

SAN ANTONIO, TX
\$19,950,000

SCOPE HIGHLIGHTS

- CMAR
- New water-coaster over existing lake and water slide
- Self performed concrete



UH-VICTORIA STUDENT HOUSING

VICTORIA, TX
\$19,000,00

SCOPE HIGHLIGHTS

- CMAR
- New construction
- Occupied Campus



MELODY DOUGLAS
Project Administrator

- ☑ *High Value/Intricate Construction Experience*
- ☑ *Phased Project Experience*
- ☑ *Occupied Project Experience*
- ☑ *OSHA 30*

Mrs. Douglas has over 30 years of construction experience. She serves as the communication hub for all parties involved in the construction process. Melody leads the planning, organizing and staffing of key field personnel and establishes project objectives, policies, procedures and performance standards within boundaries of corporate rate policy. Melody also initiates and maintains communication between the prime client, architect and engineer to facilitate critical construction activities.

RELEVANT EXPERIENCE

BERGSTROM INT'L AIRPORT TERMINAL

AUSTIN, TX
\$120,000,000

SCOPE HIGHLIGHTS

- 2 560,000 SF terminal building with 21 passenger gates
- New 11,293 SF central plant with CMU block walls



HOBBY INT'L AIRPORT CENTRAL CONCOURSE

HOUSTON, TX
\$77,039,273

SCOPE HIGHLIGHTS

- 374,000 SF 20 passenger gates
- Built with structural steel, curtain wall, cast-in-place concrete and stone masonry



ONE HERMANN PLACE LUXURY APARTMENTS

HOUSTON, TX
\$75,000,000

SCOPE HIGHLIGHTS

- Class "A" cast in place residential structure
- 455,000 sf
- Limited project site



4 FIRM QUALIFICATIONS | PERSONNEL & STAFFING



JOE CAPRARO
GENERAL SUPERINTENDENT

- ✓ *Courthouse Experience*
- ✓ *High Value/Intricate Construction Experience*
- ✓ *Occupied & Phased Project Experience*
- ✓ *OSHA 30*

Mr. Capraro has been working in the construction industry since 1989. As a OSHA Certified professional Joe provides the leadership necessary for not only the project(s) superintendents but the entire team and has the overall responsibility to schedule, plan, direct, coordinate and supervise the project. His work schedules set the pace for the construction processes. His management of the construction process directly results in the successful delivery of on-time / on-schedule projects.

RELEVANT EXPERIENCE

DENVER BRONCOS NFL STADIUM

DENVER, CO
\$220,000,000

SCOPE HIGHLIGHTS

- Internationally recognized sports venue with 76,000 seats
- Unique, undulating profile, skin of steel, glass and aluminum



BALTIMORE RAVENS NFL STADIUM

BALTIMORE, MD
\$220,000,000

SCOPE HIGHLIGHTS

- New 65,000 seat facility and convention center accommodating 72,000 people



ED AUSTIN COURTHOUSE

JACKSONVILLE, FL
\$25,800,000

SCOPE HIGHLIGHTS

- 254,000 SF occupied additions and renovations to existing 5-story historical building
- Early and under budget finish



BRIAN MCNEAL
Senior Superintendent

- ✓ *High Value/Intricate Construction Experience*
- ✓ *Occupied & Phased Project Experience*
- ✓ *OSHA 30*

Mr. McNeal is responsible for running the project's on-site day to day operations. He supervises and coordinates all site work by contracted trades. Working collaboratively with the Project Manager and Project Engineer, Brian initiates construction mobilization, maintains quality control, schedule adherence, safety and security programs. He is also involved during the pre-construction process developing site logistics, constructability reviews, bid packages and scheduling.

RELEVANT EXPERIENCE

DISCOVERY GREEN TOWER AND GARAGE

HOUSTON, TX
\$160,000,000

SCOPE HIGHLIGHTS

- New construction
- 30-story Class "A" building with parking garage
- Tight project site



PHILLIPS 66 HEADQUARTERS

HOUSTON, TX
\$3,500,000,000

SCOPE HIGHLIGHTS

- 14-acre campus with 2 office towers connected by pedestrian bridge



PROJECT DELTA EXXON MOBIL

HOUSTON, TX
\$120,000,000

SCOPE HIGHLIGHTS

- 3,000,000 SF
- New 10-story corporate building for Exxon Mobil





CARLOS TORRES
SUPERINTENDENT

- ✓ *Courthouse Experience*
- ✓ *Occupied & Phased Project Experience*
- ✓ *OSHA 30*

Mr. Torres supervises and coordinates all site work by contracted trades. Working collaboratively with the Project Manager and Project Engineer, he initiates construction mobilization, maintains quality control, schedule adherence, safety and security programs. He is also involved during the pre-construction process developing site logistics, constructability reviews, bid packages and scheduling. Additional responsibilities include site documentation, workforce compliance, LEED documentation, punch-lists and final inspections.

RELEVANT EXPERIENCE

KENDALL COUNTY COURTHOUSE

BOERNE, TX
\$12,000,000

SCOPE HIGHLIGHTS

- Additions and renovations to existing 2-story courthouse with courtrooms and prisoner holding cells



ATASCOSA COUNTY COURTHOUSE

JOURDANTON, TX
\$8,000,000

SCOPE HIGHLIGHTS

- Additions, complete renovation and historical restoration to existing courthouse built in 1912



WILLIAMSON COUNTY COURTHOUSE

GEORGETOWN, TX
\$8,500,000

SCOPE HIGHLIGHTS

- Additions, complete renovation and historical restoration to existing courthouse built in 1911



STEVE CHAVEZ
Assistant Superintendent

- ✓ *Phased Construction Experience*
- ✓ *Occupied Project Experience*
- ✓ *OSHA 30*

Throughout his career as Superintendent, Steve has specialized in cast in place concrete buildings. As superintendent, Steve is responsible for running the project's on-site day to day operations. He supervises and coordinates all site work by contracted trades. Working collaboratively with the Project Manager and Project Engineer. Steve initiates construction mobilization, maintains quality control, schedule adherence, safety and security programs. Additional responsibilities include site documentation, workforce compliance, LEED documentation, punchlists, and final inspections.

RELEVANT EXPERIENCE

SAISD ADDITIONS & RENOVATIONS

SAN ANTONIO, TX
\$56,769,000

SCOPE HIGHLIGHTS

- CMAR projects
- Occupied sites
- Phased construction
- 373,000 SF



WAVE BREAKER & AQUATICA SEAWORLD

SAN ANTONIO, TX
\$19,950,000

SCOPE HIGHLIGHTS

- CMAR
- New water-coaster over existing lake and water slide
- Self performed concrete



UH-VICTORIA STUDENT HOUSING

VICTORIA, TX
\$19,000,00

SCOPE HIGHLIGHTS

- CMAR
- New construction
- Occupied Campus



4 FIRM QUALIFICATIONS | PERSONNEL & STAFFING



LAWRENCE ROSATI
QUALITY ASSURANCE & CONTROL

- ✓ *Courthouse Experience*
- ✓ *High Value/Intricate Construction Experience*
- ✓ *Occupied & Phased Project Experience*
- ✓ *OSHA 30*

As the QA/QC Officer, Lawrence reviews and investigates quality adherence. He is responsible for the representation, implementation, and direct communication of quality control measures with the project staff. Other responsibilities include coordination with the owner on quality requirements based on contractual obligations, review and approval of submittals, monitoring and managing deficiency log and subcontractor performance, documenting non-conformances, monitoring and managing testing, inspections, testing logs and daily schedule adherence.

RELEVANT EXPERIENCE

KINGS COUNTY COURTHOUSE
BROOKLYN, NY
\$45,710,128

SCOPE HIGHLIGHTS

- 264,000 SF 12-story courthouse
- Interior and exterior phased renovations and additions



GUILFORD HIGH SCHOOL
GUILFORD, CT
\$78,473,000
SCOPE HIGHLIGHTS

- New 216,285 SF high school building. Phased scheduling, occupied campus, strict safety procedures



GREENWICH HOSPITAL
GREENWICH, CT
\$75,000,000
SCOPE HIGHLIGHTS

- New 256,000 SF hospital built while maintaining all utilities in order for operating facility



GIANNI GIACCHI
Corporate Safety

- ✓ *Courthouse Experience*
- ✓ *High Value/Intricate Construction Experience*
- ✓ *Occupied & Phased Project Experience*
- ✓ *OSHA 30*

As the Corporate Safety Manager, Gianni monitors workplace activities to ensure that workers comply with company policies and government safety regulations. His responsibilities pertain to policy development, safety inspections, safety training and compliance with the federal Occupational Safety & Health Administration (OSHA).

RELEVANT EXPERIENCE

450 COLUMBUS STATE OFFICE RENOVATION
HARTFORD, CT
\$64,200,000

SCOPE HIGHLIGHTS

- 15- and 11-story towers totaling 545,000 SF and underground 5-story parking garage for state employees



WALLINGFORD POWER PLANT
WALLINGFORD, CT
\$150,000,000

SCOPE HIGHLIGHTS

- New construction of industrial power plant for Wallingford Energy on 8.5 acres



PARK SQUARE WEST TOWER
STAMFORD, CT
\$53,690,000

SCOPE HIGHLIGHTS

- 12-story 209 unit Class "A" luxury residential structure
- Due to tight site and lack of lay down area, scheduling /sub coordination was crucial



4 FIRM QUALIFICATIONS | PERSONNEL & STAFFING



DANIEL SANTOS
SAFETY SPECIALIST

- ☑ *Phased Construction Experience*
- ☑ *Occupied Project Experience*
- ☑ *OSHA 30*

Daniel develops and implements safety policies to reduce accident-related costs and prevent losses due to a decline in productivity. As safety specialist, he determines what policies are needed and solicits input from both the project managers and subcontractors. Once a policy has been finalized for a project, Daniel is responsible to alert subcontractors of any changes and monitors compliance.

RELEVANT EXPERIENCE

ONE HERMANN PLACE LUXURY APARTMENTS

HOUSTON, TX
\$75,000,000

SCOPE HIGHLIGHTS

- Class "A" cast in place residential structure
- 455,000 sf
- Limited project site



WAVE BREAKER & AQUATICA SEAWORLD

SAN ANTONIO, TX
\$19,950,000

SCOPE HIGHLIGHTS

- CMAR
- New water-coaster over existing lake and water slide
- Self performed concrete



UH-VICTORIA STUDENT HOUSING

VICTORIA, TX
\$19,000,000

SCOPE HIGHLIGHTS

- CMAR
- New construction of student housing building
- Occupied campus



Our proposed staff understands the complexity involved in courthouse construction projects and offers a record of on-time, in-budget completion.

Our focus is to maintain the integrity of the existing courthouse and neighboring business operations during construction. Our company offers small firm values with large firm experience and resources providing the best service possible for Hidalgo County.

SECTION 5

Safety Record



Morganti's Safety Programs and Record, Including Achievements and Disclosure of Any Safety Citations Within the Past Five Years

Morganti is committed to safety as is evidenced by our OSHA incident rate. In the last 5 years Morganti has had no recordable injuries which translates to an OSHA incident rate of zero (0). We have not received any safety citations in the past 5 years.

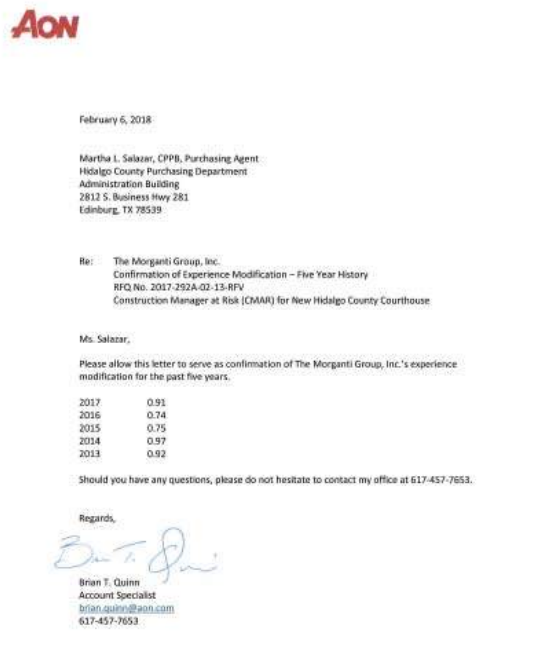
Our proactive approach to safety comes at the direction of Morganti's President. All operations leaders and project managers are required to participate in regular safety and awareness training to include OSHA 10 and OSHA 30 training. Additionally, Morganti makes good use of the services offered by Aon and their Insurance Carrier by conducting both scheduled and random safety visits and inspections; valuing the constructive feedback offered; and implementing the safety recommendations when provided.

Morganti's Accident Frequency Rate for the Last Five Years, Including Any Osha Citations and Deaths

| OSHA RECORDABLE INCIDENT RATE | OSHA LOST WORKDAY CASE INCIDENT RATE | SAFETY/INSURANCE CLAIM HISTORY |
|-------------------------------|--------------------------------------|--------------------------------|
| 2017 0 | 2017 0 | 2017 0 |
| 2016 0 | 2016 0 | 2016 0 |
| 2015 0 | 2015 0 | 2015 0 |
| 2014 0 | 2014 0 | 2014 0 |
| 2013 0 | 2013 0 | 2013 0 |
| 2012 0 | 2012 0 | 2012 0 |

Morganti's Safety Program and Provide Your Workers' Compensation Experience Modification Factor. List Any Safety Awards Morganti Has Received Within the Past Five (5) Years

Our safety program and record is among the finest in the industry. Our current experience modifier is 0.91 which means we bring additional savings to the owner. To achieve the desired goal of "Zero Losses", Morganti will incorporate a site/campus wide Safety Action Plan.



Describe How Morganti Manages Construction Safety Risks and the Safety Resources That Morganti Provides for Each Project's Safety Program

Developing safety plans for construction projects on operational campuses requires a construction firm that has significant experience working in these types of environments. Our Goal Zero safety and quality program has been developed through many years of construction experience and working in, on and around operating public facilities.

As the Construction Manager at Risk for Hidalgo County, Morganti will be responsible for the development and management of the Site Specific Safety Plan as well as the management and enforcement of each individual Subcontractor's Safety Plan. Morganti's safety record is exemplary with zero incidents in the past 7 years. **With more than 75% of Morganti's construction services conducted within occupied facilities, it is imperative that we protect the well-being of our client's staff, subcontractors, visitors and the public at large. Our goal of "Zero Losses" includes avoiding injury, property damage, lost productivity and occupational illnesses within a safe and secure environment.**



Total safety and security management requires a dedicated focus on prevention, continuous improvement of the management process, team problem solving and the involvement of the Owner at all levels. During the Pre-construction phase we will meet with the county, Owner's representative, design professionals and the Hidalgo County staff and courthouse staff to develop a Project Specific Safety Plan that will incorporate Morganti's Safety Program as well as address specific project concerns. We will also review all site conditions and develop a Site Logistics Plan which will establish construction zones and points of entry into the site for Subcontractors and material deliveries as well as **safe access to the building for all staff and visitors. The Site Logistics Plan will reflect how we propose to isolate the construction work from the building occupants and operations.**

During Pre-construction, we will review these Plans with Hidalgo County Courthouse staff and expand upon them to show bus traffic routes, parent drop off areas and access for emergency vehicles as well as emergency evacuation routes and muster locations. In addition, the Plan will address revised roadway traffic routes, athletic field access and parking. **To ensure the safety of all Hidalgo County Courthouse staff and visiting public, the plan segregates construction vehicle, material deliveries, storage and personnel access to the job-site while maintaining safe and open access for courthouse occupants. Once completed and approved, the Project Specific Safety and Site Logistics Plans will become part of the contract documents and be included in each trade bid package and subcontract.**

Describe the Level of Importance for Enforcement/Support of Project Safety Morganti Attaches to Performance Evaluations for Superintendents and Project Managers

We consider a safe construction environment our top priority. The safety and security of construction personnel, staff, visitors and the surrounding community is paramount. Our bi-annual staff performance evaluations put an emphasis on the safety audits regularly conducted for each of their respective projects. During performance evaluations, we review each person's focus on prevention, their dedication to clean and orderly jobsites, attendance to regular safety meeting, trade worker tool box talk attendance and safety topic relevance based on work activities that are taking place. Embracing our culture of safety and performance related to safe projects factor heavily into our employees performance bonuses and cost of living adjustments

Our PMs and Superintendents safety records are thoroughly reviewed monthly in project reviews. If a person has a history or frequent safety issues on their projects immediate steps can be taken. We reward safe projects/

project teams based on several factors. Safety on projects plays a large part in our employees performance evaluations, performance bonuses and employment.

During pre-construction, we collaboratively identify safety risks and determine the measures and procedures needed to control them. Project specific safety plans for the New Hidalgo County Courthouse are developed to put procedures in place to control safety concerns that are singularly related to this project. Potential safety risks to patients, staff, visitors and construction personnel are all part of the specialized plan for the project. Safety risks with these kinds of projects go beyond the norm for constructing a typical building. We identify and plan for safety risks during construction and post-construction. Examples of some of the procedures we will develop to control risk for this project are:

- › Job Safety Analysis
- › Fall Hazards
- › Crane and Hoisting Safety
- › Construction area barriers and containment
- › Infection Control
- › Hot Work
- › MEP/Utility Disruptions
- › Life Safety System Operation
- › Moisture Control / Temporary Weatherproofing
- › Clean Ductwork
- › Clean Project Site
- › Interim Life Safety Measures

Describe How Morganti Evaluates the Safety Performance of Trade Contractors During the Bid Evaluation Process

Morganti takes a proactive approach to the safety performance of trade contractors during the bid evaluation process. During the bidding process, we acquire D&B reports and references so we can properly vet each potential subcontractor. Also, with working in this area of Texas, we rely on personal experiences of the proposed project team working with local subcontractors. It is important to us to maintain and grow these relationships to help better serve the local community.

As part of our bid management process, Morganti concentrates our efforts on assuring qualified firm participation on projects, in accordance with the Owner's guidelines. As the estimating and scheduling efforts progress, an emphasis is made on utilizing qualified firms properly suited for the project and able to meet the safety standards enforced by Morganti and Hidalgo County.

| | Date Completed | % | Complete | Was a Bond provided? | Final Contract Price | Original Contract Price | G.C.'s Contact Name and Phone | Name of GC | Project Name |
|---|----------------|---|----------|----------------------|----------------------|-------------------------|-------------------------------|------------|--------------|
| List all contracts completed by your organization in the previous 3 fiscal years (if more than 10, list 10 most recently completed) | | | | | | | | | |
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The Morganti Group, Inc.
1450 Centrepark Blvd., Suite 200, West Palm Beach, FL 33401
Ph: (561) 689-0200 Fx: (561) 689-4774

MORGANTI

SUBCONTRACTOR'S EXPERIENCE QUESTIONNAIRE AND FINANCIAL STATEMENT

Please complete, print, sign and return to estimating@morganti.com or fax to (561) 689-4774

Date: _____

Company Name: _____

Address: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____

Mobile Phone: _____ Email: _____

Primary Trades: _____

STRUCTURE OF COMPANY

Corporation Partnership Individual Joint Venture LLC

Date of incorporation or establishment: _____ State of incorporation or estab: _____

Certified MBE Contractor Yes No Certified WBE Contractor Y No

Certified DBE Contractor Yes No Certified SBE Contractor Y No

CURRENT WORKLOAD

Value of work under contract: _____

Value of work in progress: _____

Value of incomplete work: _____

BONDING INFORMATION

Can subcontractor provide bond: Yes No

Name of Bonding Agency: _____ Surety's A.M. Best Rating: _____

Phone #: _____ Fax #: _____

Bonding Capacity: Single Job \$ _____ Aggregate \$ _____

PERSONNEL Number of full time personnel within your organization

| | Current | Maxim |
|--|---------|-------|
| Management Personnel | | |
| Support Personnel | | |
| Estimators | | |
| Supervisors, Foreman, or Superintendent | | |
| Skilled Employees including Technicians | | |
| Unskilled Employees | | |
| Total number of full time personnel | | |

REFERENCES list three trade references with whom you have worked in the last year (include at least one GC)

| Firm's Name | Contact | PI |
|-------------|---------|----|
| | | |
| | | |
| | | |

Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding or been refused a contract based on pre-qualification data submitted? Yes No

If yes, please describe: _____

Within the previous 3 fiscal years, has your organization or predecessor organizations ever failed to complete a project? Yes No

If so, state name of organization and reason thereof: _____

Within the previous 3 fiscal years has your organization been involved in litigation? Yes No

If yes, describe and give current status: _____

Have there ever been any liquidated damages, penalties, liens, defaults or cancellations imposed or filed against your organization? Yes No

If so, list the name and location of the project and explain: _____

SUBCONTRACTORS SAFETY INFORMATION

Do you have a written Safety Program (including Hazard Communications)? Yes No

If yes, briefly describe scope: _____

Who enforces it? _____

What type of safety training is given to your employees? _____

Do you have a Company Safety Director or other Safety Contact? Yes No

Name: _____ Phone: _____

Does your company conduct regular safety inspections of jobsites? Yes No

If yes, by whom is it conducted and how often? _____

What is your EMR (experience modification rate) for the last 3 years? _____

Has your company had any job related employee deaths in the last 3 years? Yes No

If yes, describe: _____

Has your company had any OSHA citations in the last 3 years? Yes No

If yes, describe: _____

Do you qualify for a "Florida Drug Free Workplace" credit for Worker's Compensation coverage? Yes No

If no, do you have a drug-testing program? Yes No

If yes, describe: _____

Attach the following documents

- * Financial Statement
- * Attach Insurance Certificate
- * Experience Modification Rate data calculation
- * Most recent OSHA 300 log
- * Resumes of Principals and Supervisory Personnel

The undersigned certifies that the information provided above is accurate to the best of their knowledge and acknowledges that the submission of the "Subcontractor's Experience Questionnaire" does not automatically include your company on The Morganti Group, Inc.'s bid list.

Signature: _____

Typed Name: _____

Date: _____

Sample Sub Questionnaire

SECTION 6

Additional Information



Morganti's HUB Participation Program

Morganti is dedicated to affirmative action and enforcing an ongoing policy to afford opportunities and maximize award of contracts to small business enterprises and disadvantaged businesses and to pre-qualify businesses for inclusion in our companies bidders list. This commitment is evident by the support and involvement we offer to industry outreach events, conferences, and workshops in which we promote and encourage HUB, Minority, and Veteran participation in our construction projects.

Morganti will commit to utilizing good faith efforts to meet – and exceed - the required HUB goals set forth by the County while maintaining the integrity of the safety, quality and schedule of the project. Fulfillment of these goals will be accomplished through the affirmative steps set forth below:

- › Identified trades likely to deliver HUB's participation on this project as: Structural Steel, Framing, Drywall, Stucco, Flooring, Wall Panels, Arch. Metal Coverings, Acoustical Panel Ceiling, Mech. Sheet Metal, Fire Proofing, Surveying, Site Work and Landscaping.
- › Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small businesses. While we are dedicated to reaching and exceeding the goals for every project, we are committed to risk assessment and the evaluation of the viability of subcontractors who are bidding the project. We can mitigate potential exposure to risk (due to factors such as limited experience, financial inconsistencies, bonding capability, etc.) by making smaller bid packages available to small businesses. For example, smaller packages can be made available to HUB's within the following trades: painting, carpentry/ drywall, flooring, hardware, consultants, material suppliers and service providers.
- › Offer assistance to small businesses by ensuring they have a detailed understanding of the scope of work. All HUB's will be provided with our Estimator's name and contact information for the respective trade in order to assist HUB's with questions or clarification.
- › Provide potential bidders with an electronic pre-qualification application. As subcontractors confirm interest in submitting a bid for the project, we provide them with an electronic pre-qualification form so we can assess their viability as a suitable contractor for the project.
- › Conduct meetings, conferences, and/or workshops to review the project opportunities for HUB's. This type of event will provide the firms with an overview of the project, required services, construction trades, available packages, guidance with insurance and bond requirements, estimator's direct contact information, and an overview of the expectations for attaining the goals of the Project.
- › Dedicated staff to oversee HUB efforts, fulfillment and monitor participation.
- › Contact business associations and minority media to inform these groups of opportunities to provide supplies, services, and construction opportunities.
- › Maintain a database and bidders list of small business companies that have pre-qualified to work with the firm.
- › Look for existing vendors that unknowingly might qualify to become HUB certified and assist them with the potentially arduous submission process.
- › Participate in the community's outreach events and various events hosted by different agencies and groups in support of a networking event for small and under-utilized businesses.
- › Maximize outreach efforts by requiring Prime Subcontractors and lower tier subcontractors to award to HUB's to achieve fair share objectives. Morganti will require all subcontractors to use good faith efforts to achieve the project goals. A subcontractor's HUB participation will be reviewed and considered prior to award of a contract.

Upon award of the New Hidalgo County Courthouse, Morganti will work with Hidalgo County to expand opportunities for local, minority and veteran contractors to participate in this project whenever possible. Morganti looks forward to the opportunity of mentoring them for future growth.



Morganti has developed a proven Minority Utilization Program that ensures maximum participation by Minority/ Women Business Enterprise (MWBE) firms, Disadvantaged Business Enterprise (DBE) firms, Small Business Enterprise (SBE) firms and Historically Underutilized Business (HUB) firms. The Morganti Group's Minority Development Program was established to substantially increase the number of contracts awarded to Minority, Women and Developing Business Enterprises and provide the necessary support to enhance the viability of such firms. It is essential and beneficial to the growth of a healthy construction industry that profitable opportunities for these types of firms be developed.

Morganti's HUB Subcontractor Development

Morganti's 4 key areas of concentration:

1. Creative approach to finding opportunities for local Minority participation; including creative bid packaging and segmentation of work.
2. Maintenance of solicitation database and a means to communicate with minority firms
3. Encouragement of joint ventures between known contractors and minority firms
4. Creative support of minority firms on bonding, estimating and management issues

At the subcontractor, consultant and vendor level Morganti seeks 2 types of participation:

1. Independent Minority subcontractors, consultants and vendors solely responsible for specific areas of work
2. Joint venture partnerships between Minority and established subs, consultants and vendors similar to the general contractor partnership described above.

Morganti's History of HUB Participation

Due to the fact that most of Morganti's construction projects are performed for the public sector, we are very familiar with minority participation requirements and the procedures necessary to make these programs work. **This experience has resulted in not only meeting, but exceeding the participation goals set by the owner on almost every project awarded.**

| | | | |
|--|-------|---------------|-----|
| Southwest Multi-Service Center | Texas | \$4,000,000 | 32% |
| Northeast Multi-Service Center | Texas | \$6,500,000 | 26% |
| Bayport Cruise Ship Terminal | Texas | \$22,500,000 | 36% |
| METRO West Belfort Park & Ride | Texas | \$1,300,000 | 70% |
| Research Forest Park & Ride | Texas | \$520,000 | 45% |
| METRO Rail Finishes | Texas | \$18,000,000 | 36% |
| Hobby Airport New Terminal | Texas | \$77,000,000 | 20% |
| Bush IAH Airport Consolidated Car Rental | Texas | \$55,725,000 | 20% |
| Bush IAH Airport Central Plant Upgrades | Texas | \$14,000,000 | 20% |
| METRO Bus Washer Facility | Texas | \$3,300,000 | 35% |
| Austin Int'l Airport Freight/GSEM Facility | Texas | \$6,000,000 | 37% |
| Austin Int'l Airport Passenger Terminal | Texas | \$120,000,000 | 34% |
| Southern Regional Medical Facility | Texas | \$15,425,000 | 29% |
| Wood County Substance Treatment Facility | Texas | \$8,150,000 | 29% |
| Jasper County Substance Treatment Facility | Texas | \$8,120,000 | 30% |
| Liberty Substance Treatment Facility | Texas | \$8,655,000 | 31% |



As part of our bid management process, Morganti concentrates our efforts on assuring Local / Historically Underutilized Business (HUB) contractor participation on every project. Our commitment to involve local suppliers and subcontractors, including Minority and HUB Companies enhances performance, increases quality workmanship and provides for quick follow-up responses long after the project is occupied.

Morganti's CMAR Experience

Over the past century, Morganti has provided construction management services on a multitude of challenging projects across the United States and abroad. Occupied sites, tight schedules, tight budgets, unexpected budget cuts, owner initiated changes in project scope, facilities in a flood plane, facilities near the ocean, and many other types of challenges can arise when building a complex facility.

Morganti’s experience as an exclusive provider of CMAR services uniquely prepares us to serve and meet the construction needs of Hidalgo County. Morganti personnel are project-focused and problem-solving oriented. Our personnel are accustomed to working collaboratively, not combatively, because they operate in a CMAR, not low bid environment. With continued success completing every project on-schedule and on-budget, this track record speaks for itself.



| | | | | | |
|--|---|--|--|--|---|
| <p>40+ COURTHOUSE & CORRECTIONAL FACILITIES</p> | <p>\$1.1B PRISON & CORRECTIONAL CONSTRUCTION</p> | <p>350+ OCCUPIED CONSTRUCTION SITES</p> | <p>0 SAFETY INCIDENTS IN THE PAST 5 YRS</p> | <p>\$2.6B VALUE OF CMAR CONSTRUCTION AWARDS</p> | <p>\$150M CMAR SAVINGS RETURNED TO OWNER</p> |
|--|---|--|--|--|---|

Experience Highlighted in this Proposal:

| PROJECT TITLE | CMAR PROJECT | HOLDING CELLS | NEW CONSTRUCTION / ADDITIONS | OCCUPIED SITE |
|--|--------------|---------------|------------------------------|---------------|
| Fort Bend County Justice Center | X | X | X | X |
| Kings County Criminal Courthouse | X | X | X | X |
| Ed Austin State Attorney's Office & Courthouse | GC | X | X | X |
| Manhattan Family Courthouse | X | X | X | X |
| One Hermann Place | X | | X | |

Morganti has a proven track record with new construction and renovation of prisons and courthouses locally, across the country, and around the world. Morganti has delivered dozens of courthouses, jails, detention centers and public facilities in the past twenty years. A number of these facilities possess similar components such as: new construction needs, safety concerns, occupied sites, state-of-the-art technology components, administrative space, hurricane resistant materials, security and telecommunication systems. Our firm experience and individual experience ensure the successful on-time and in-budget delivery of the New Hidalgo County Courthouse.

Why Morganti?

Dear Ms. Salazar and Members of the Selection Committee:

Morganti Texas is very excited to present to you our qualifications for the new Hidalgo County Court House project. **Our team is experienced in projects of this importance, size and scope. Our team members include local personnel and experience in Edinburg and the Rio Grande Valley.** Additionally, Morganti's team has completed several large courthouses and detention centers in Texas as well as nationally and we recently completed a large-scale project with the Jacobs team In San Antonio.

We want this to be an enjoyable and memorable experience for the County and the rest of the project team. Our responsibility is to always be good stewards for the available funds for the clients we serve. We have a history of helping our clients achieve their project goals by providing solid advice and being their advocate from pre-construction through construction. We strive to find beneficial cost savings early in design in order to ensure that all aspects and goals of the project fit within the limited budget, particularly the 3rd floor "bump out". Value management and value engineering will be a large focus of our pre-construction team to ensure that the county receives the building they want in the most effective and efficient fashion. During construction we will focus on delivering the project as safely and rapidly as possible, without waste, by utilizing lean construction methods and by striving to improve activities, processes and methods as we progress.

We are always in search of how to provide greater value for our clients in terms of cost, time and quality.

A few brief examples of clients/projects where our team members have significantly helped meet project budget or schedule goals include:

Fort Bend County Court House

- Established a significant list of alternates and value management options to reduce cost, including: wireless temperature controls, alternative light fixtures, alternative ceiling tiles and reduced conduit for low voltage cabling.
- Our team worked with the structural engineer to relocate the pour contraction strip for the structure to allow for better economy and schedule outcome.
- Provided alternative cast stone products to the specified manufacturer resulting in considerable savings.
- Suggested an alternative hardwood for multiple finishes when combined with the specified stain resulted in a nearly identical appearance at great savings.

One Hermann Place

- Despite experiencing over 90 weather days on the project and major flooding in the Houston area we were able to recover the lost days and accelerate the project through multiple shifts, over time and weekend work.

University of Houston Victoria Student Housing

- Developed floor plan alternatives to reduce costs for electrical, plumbing, mill-work and other finishes. Relocated components to reduce costs with no change in amenities. We also evaluated the building skin components to determine alternatives and potential cost savings.

SeaWorld Wave Breaker/Aquatica

- Identified and significant time and cost savings to the project through an alternative plan for the concrete foundations. The client also accelerated the project to meet the summer holiday season and we were able to complete the project well in advance of the originally scheduled finish date.

Shawnee Mission Medical Center

- Through pre-construction and value management we were able to identify several acceptable budget savings options. One of which was an alternative stone panel for a large portion of the building in lieu of the more exotic stone that was previously selected. This alternate had a close to identical look but provided a significant cost savings to the project. The alternate also had a much shorter lead time that allowed for schedule improvements which also benefited the project.

Our team understands and embraces that this is a very important project for the county stakeholders, officials and the community. Community involvement will be a very large part of the overall success of this project. Financially this project represents a large opportunity for local subcontractors, material and equipment suppliers, the labor force and SWMBE businesses. It also will be a benefit for local retail, restaurants, lodging and other private businesses. With the County's blessing, we will initiate many community outreach and engagement activities to keep them aware of upcoming opportunities, project activities, the benefits of the project and the building. We want to represent Hidalgo County in the best possible way and we are aware that this project is of great significance to the community and the Rio Grande Valley. I personally have talked to many people that live or are from the Rio Grande Valley and when I mentioned this project they were well aware of it and very excited about what it means to the area. Community connectivity is something that we will eagerly embrace.

An area that sets us apart the most is our collective personal excitement and eagerness to serve the Hidalgo County on this great project. Our team feels very strongly about this opportunity to work hand in hand with Hidalgo County, Jacobs, HDR/ERO and the community as a whole. We will take individual responsibility and demonstrate personal investment to successfully deliver this project for the County and provide a Court House that will benefit the community for generations to come.

Sincerely yours,



Paul Kummer
281-541-2420

Contract and Project Improvement Suggestions

We have reviewed the contract and find it acceptable as written. Once the contract is finalized, we will be happy to review it again based on design progression for comments that would prove beneficial. Use of a CCIP/OCIP Program could potentially benefit the project and should be considered as an option.

Potential OCIP/CCIP Program Enhanced By:

- Use of Morganti's Comprehensive Project Specific Safety Plan, developed in conjunction with Hidalgo County and the Project Team
- Morganti's safety culture, history of safe projects and NO lost time accidents in the last 7 years.
- Uniform and unified approach to insurance preventing any potential gaps in coverage or issues between parties/insurers in the event of a claim.

Overall Project Benefits of Utilizing OCIP/CCIP Program on this Project:

- Budget Savings
- Cost Control
- Compliant and consistent coverage terms and conditions
- Streamlined claims process
- Loss Prevention
- Reduction in time required to obtain subcontractor insurance certificates
- Opportunities for smaller subcontractors to participate in the project
- Eliminates duplication of coverage

Additional Project Improvements:

Budget and Schedule Improvements – Conduct a thorough review of large equipment, building skin and interior components or assemblies for cost reduction and lead time reduction, including alternative but equal materials.

SECTION 7

Appendix



ADDENDUM NO. 1

January 12, 2018

Hidalgo County
 "Construction Manager-at-Risk (CMAR)
 For New Hidalgo County Courthouse"

RFQ/P NO.: 2017-292A-02-13-RFV

CLARIFICATIONS ARE AS FOLLOWS:

Exhibit "A"

1. Add –Attachment D-Draft A133-2009-Standard Form of Agreement and Draft A201-2007-General Conditions of the Contract for Construction
2. Replace-Attachment E-Revised Price Proposal Summary Sheet
3. Replace-Attachment F-Revised Price Proposal Breakdown
4. Replace-Attachment G-Revised Schematic Design

Exhibit "C"

1. Replace-Revised Insurance and Bond Requirements of Construction Manager At Risk

I, Joseph Kummer, acknowledge receipt of ADDENDUM NO. 1 dated, 01/12/2018 for "Construction Manager-at-Risk (CMAR) for New Hidalgo County Courthouse"

Joseph Kummer

Printed Name

02/13/2018

Date

Morganti Texas, Inc.

Organization Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET, IN ORDER TO COMPLETE THE QUALIFICATION.

ADDENDUM NO. 2

January 26, 2018

Hidalgo County
 "Construction Manager-at-Risk (CMAR)
 For New Hidalgo County Courthouse"

RFQ/P NO.: 2017-292A-02-13-RFV

CLARIFICATIONS ARE AS FOLLOWS:

1. RFQ/P Questions and Answers Response
2. Issued Memorandum from Jacobs on revision of AIA A133 Article 3.2
3. Pre-Submittal Conference-Meeting Minutes & Sign-In Sheet

Exhibit "A"

1. Replace-Attachment E-Revised Price Proposal Summary Sheet
2. Replace-Attachment F-Revised Price Proposal Breakdown

I, Joseph Kummer, acknowledge receipt of ADDENDUM NO. 2 dated, 01/26/2018 for "Construction Manager-at-Risk (CMAR) for New Hidalgo County Courthouse"

Joseph Kummer02/13/2018

Printed Name

Date

Morganti Texas, Inc.

Organization Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR
 PACKET, IN ORDER TO COMPLETE THE QUALIFICATION.

**HIDALGO COUNTY****REQUEST FOR QUALIFICATIONS/PROPOSALS
"Construction Manager at Risk (CMAR) – New Hidalgo County Courthouse Project"****RFQ/P No.: 2017-292A-02-13-RFV****RFQ/P SUBMITTAL CHECKLIST**

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

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

- Page 10 of Legal Notice
- 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).

LEGAL NOTICE

RFQ/P No.: 2017-292A-02-13-RFV

Request for Qualifications/Proposal
For
HIDALGO COUNTY
“Construction Manager at Risk (CMAR) for New Hidalgo County Courthouse Project”
RFQ/P NO: 2017-292A-02-13-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 proposer 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.

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

Proposer 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: Morganti Texas, Inc.

Address: 10590 Westoffice Dr. Suite 150

By: Houston, TX 77042

Printed Name: Joseph Kummer

Title: Vice President

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.

Morganti Texas, Inc.'s insurance program meets the mandatory insurance requirements described in Exhibit C, Insurance Requirements.

See a copy of Morganti's Insurance Certificate on the following page.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|-------|
| PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | |
| | E-MAIL ADDRESS: | |
| INSURED Morganti Texas, Inc. 10590 Westoffice Drive, Suite 150 Houston TX 77042 USA | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Executive Risk Indemnity Inc. | 35181 |
| | INSURER B: Executive Risk Specialty Insurance Co. | 44792 |
| | INSURER C: Federal Insurance Company | 20281 |
| | INSURER D: Berkley Assurance Company | 39462 |
| | INSURER E: Starr Indemnity & Liability Company | 38318 |
| | INSURER F: American Guarantee & Liability Ins Co | 26247 |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570070171180 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--|---|-----------|---|---|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | Y | 54309476 | 07/01/2017 | 07/01/2018 | EACH OCCURRENCE \$2,000,000 |
| B | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | Y | AOS 54309475 CT | 07/01/2017 | 07/01/2018 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 |
| GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | | |
| C | AUTOMOBILE LIABILITY | Y | Y | 54309474 | 07/01/2017 | 07/01/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | |
| | <input type="checkbox"/> OWNED AUTOS ONLY | | <input type="checkbox"/> SCHEDULED AUTOS | | | | |
| | <input type="checkbox"/> HIRED AUTOS ONLY | | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | |
| E | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | Y | Y | 1000584535171 Primary \$5M | 07/01/2017 | 07/01/2018 | EACH OCCURRENCE AGGREGATE \$5,000,000 |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 54309477 | 07/01/2017 | 07/01/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | |
| D | Env Prof (E&O) | | | PCADB50029940717 Professional/Claims Made SIR applies per policy terms & conditions | 07/01/2017 | 07/01/2018 | Each Claim \$5,000,000 SIR \$250,000 Aggregate \$5,000,000 |

Certificate No : 570070171180

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence only - RFQ/P No. 2017-29A-02-13-RFV Construction Manager at Risk (CMAR) for New Hidalgo County Courthouse

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Hidalgo County Purchasing Department 2812 S. Business Highway 281 New Administration Building Edinburg, TX 78539 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

AGENCY CUSTOMER ID: 10755562

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | | |
|---|-----------|---------------------------------------|--|
| AGENCY Aon Risk Services Northeast, Inc. | | NAMED INSURED Morganti Texas, Inc. | |
| POLICY NUMBER See Certificate Number: 570070171180 | | | |
| CARRIER See Certificate Number: 570070171180 | NAIC CODE | EFFECTIVE DATE: | |

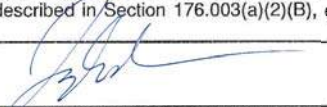
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|--|--------|
| INSURER G: Allied World National Assurance Company | 10690 |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------|-------------------|-----------|----------|--|------------------------------------|-------------------------------------|-----------------|--------------|
| | EXCESS LIABILITY | | | | | | | |
| F | | Y | Y | AEC038479800 \$5M xs \$5M | 07/01/2017 | 07/01/2018 | Aggregate | \$5,000,000 |
| G | | Y | Y | 03108098 \$15M xs \$10M | 07/01/2017 | 07/01/2018 | Aggregate | \$15,000,000 |
| | | | | | | | Each Occurrence | \$15,000,000 |
| | OTHER | | | | | | | |
| D | Env Site Liab | | | PCADB50029940717 Pollution/Claims Made SIR applies per policy terms & conditions | 07/01/2017 | 07/01/2018 | Each Claim | \$5,000,000 |
| | | | | | | | SIR | \$100,000 |
| | | | | | | | Aggregate | \$5,000,000 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|---|---|-----------------------------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY Date Received | |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">N/A</p> | | |
| <p><input type="checkbox"/> 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.)</p> | | |
| <p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">_____ Name of Officer</p> | | |
| <p>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.</p> <p style="text-align: center;">N/A</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> | | |
| <p>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.</p> <p style="text-align: center;">N/A</p> | | |
| <p><input type="checkbox"/> 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).</p> | | |
| <p>7</p> <p style="text-align: center;">  _____ Signature of vendor doing business with the governmental entity </p> | | <p><u>02/13/2018</u> Date</p> |

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

| | | |
|--|---|---|
| Company Name: <u>Morganti Texas, Inc.</u> | | Telephone No. (<u>281</u>) <u>448-1015</u> |
| dba Name: <u>Morganti Texas, Inc.</u> | | |
| Legal Name: <u>Morganti Texas, Inc.</u> | | |
| Mailing Address : <u>10590 Westoffice Dr. Suite 150</u> | | Fax No. <u>(281) 448-8416</u> |
| Physical Address: <u>10590 Westoffice Dr. Suite 150</u> | | |
| City, State, Zip <u>Houston, TX 77042</u> | | Tax I.D. No. (Fed ID): <u>06-1293345</u> |
| Remit to Address : <u>10590 Westoffice Dr. Ste 150</u> City, State, Zip <u>Houston, TX 77042</u> | | |
| E-Mail Address: <u>jkummer@morganti.com</u> | | |
| Representative(s) Name(s) & Title(s) <u>Joseph Kummer, VP of Operations</u> | | |
| Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify | | |
| State Identification No. <u>10612933456 (TX)</u> (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. | | |
| State of Incorporation: <u>Texas</u> | | Date: <u>02/13/2018</u> Other: |
| Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>Construction</u> | | |
| Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Joseph Kummer, VP of Operations</u> | | |
| Small and/or Disadvantaged Business Information (check application criteria) | | |
| Small Business: | | Disadvantaged Business (At Least 51% Ownership) |
| <input type="checkbox"/> Less than 125,000 annual gross receipt | <input type="checkbox"/> Black American | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Less than 250,000 annual gross receipt | <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Women |
| <input type="checkbox"/> Less than 499,000 annual gross receipt | <input type="checkbox"/> Asian Pacific American | <input type="checkbox"/> Other |
| <input type="checkbox"/> More than 500,000 annual gross receipt | | |
| Have you been certified as a HUB or an MBE/WBE source?: | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Indicate Certification No.(s): _____ or are Certificate(s) attached?: | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| What type of product(s) is/are solicited by your company?: <u>Construction Services</u> | | |
| Would you like to be provided with specifications for procurements of such products?: | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| To Be Completed by the County: Rec'd by (Purchasing): _____ | | Date Rec'd by (Purchasing): _____ |
| Date Forwarded Information to Auditor's Office: _____ | | Entry Date: _____ Vendor No.: _____ |

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?: 10 %
(List HUB Subcontractor information below).

HUB Subcontractor Name: Casias Construction, LLC HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: 6825 Breeden Ave City: San Antonio State: TX Zip: 78216
Contact Person: Frank D. Casias Title: Owner Phone No.: (210) 308-1067
Subcontract Amount: \$ 95,606 Description of Work to be Performed: Pre-Construction

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: _____



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



| | |
|----------------------------|----------------------|
| Certificate/VID Number: | 1200547573100 |
| File/Vendor Number: | 040207 |
| Approval Date: | 31-JUL-2017 |
| Scheduled Expiration Date: | 31-JUL-2021 |

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

CASIAS CONSTRUCTION, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 04-AUG-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Morganti Texas, Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
10590 West Office Drive, Suite 150

City, state, and ZIP code
Houston, TX 77042

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number
06 ; 1293345

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **02/13/2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|--|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

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

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

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 page 2), 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 Social Security Administration 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 www.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, 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 domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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 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) | The grantor-trustee ³ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Disregarded entity not owned by an individual | The owner |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. 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 |

¹List 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.

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

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

⁴List 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 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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 personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

EXHIBIT "H"
PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGER AT RISK (CMAR) FOR NEW HIDALGO COUNTY
COURTHOUSE"
RFQ/P NO. 2017-292A-02-13-RFV**

The STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Joseph Kummer, 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:

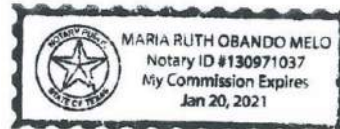
Signature/Title: *Joseph Kummer*
VP of Operations

Subscribed and sworn to before me this 13th day of Feb., 2018

Maria Ruth Obando Melo

Notary Public

My commission expires: January 20th, 2021



Entity Registrations

Morganti Texas, Inc.

DUNS: 613062652 CAGE Code: 80E34

Existing Entity Registrations

Page Description

This page allows you to manage your existing entity registrations regardless of the record status. The Entity List contains all entities with which you have user roles. You can search for entities within this list or simply select the entity for which you want to view, update, delete, or deactivate a registration record.

Once you select an entity, your registration details will display in either the Registration Details for Complete Record section or the Registration Details for Incomplete Record section. If you started an update to either an active or inactive registration record, you will find registration details in both sections. Check the Registration Status, then select the action you wish to take.

For keyboard only users, please tab to the desired entity and then press the Enter key to expand the child entities. Press the space bar to select an entity from the Entity List and the details will display in the appropriate Registration Details table.

To register a new entity in SAM, select the Register New Entity link from the sub-navigation menu.

IMPORTANT: If you navigate away from a page during the registration process without selecting Save and Continue, the information entered on the page will NOT be saved, you must select Save and Continue on every page.

Search for an Entity :

Legal Business Name:

DUNS Number:

CAGE/NCAGE Code:

Search Clear

[Download Your Active SAM Registrations \(XML\)](#)
[Download Your Expired SAM Registrations \(XML\)](#)

Entity List

[MORGANTI TEXAS INC \(613062652\)](#)

Registration Details for Complete Record

Entity Name: Morganti Texas, Inc.

DUNS Number: 613062652

CAGE: 80E34

Address:

350 N SAM HOUSTON PKWY E STE 121

HOUSTON, TX 77060-3398

UNITED STATES

Purpose of Registration: All Awards

Registration Status: Active

Expiration Date: 12/05/2018

Address Update Required: No

UPDATE ENTITY

VIEW


DEACTIVATE

Registration Details for Incomplete Record


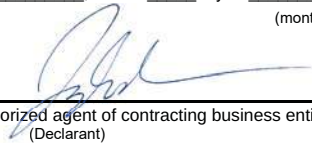
**Certification
Regarding Debarment, Suspension and Ineligibility**

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: Joseph Kummer
Title: VP of Operations
Telephone Number: 281-448-1015
Date: 02/13/2018

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

| CERTIFICATE OF INTERESTED PARTIES | | FORM 1295 | |
|--|--|---|--------------|
| | | 1 of 1 | |
| Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | OFFICE USE ONLY CERTIFICATION OF FILING | |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Morganti Texas, Inc. Houston, TX United States | | Certificate Number: 2018-308076 | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. The County of Hidalgo Texas | | Date Filed: 01/31/2018 | |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. RFQ No. 2017-292-12-12-RFV Construction Manager at Risk for New Hidalgo County Courthouse | | Date Acknowledged: | |
| 4 | | Nature of interest (check applicable) | |
| Name of Interested Party | City, State, Country (place of business) | Controlling | Intermediary |
| Nabil, Takla | Danbury, CT United States | X | |
| Kummer, Joseph | Houston, TX United States | X | |
| Douglas, Melody | Houston, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 5 Check only if there is NO Interested Party. <input type="checkbox"/> | | | |
| 6 UNSWORN DECLARATION | | | |
| My name is <u>Joseph Kummer</u> , and my date of birth is <u>07/29/1972</u> . | | | |
| My address is <u>10590 Westoffice Dr. Suite 150</u> , <u>Houston</u> , <u>TX</u> , <u>77042</u> , <u>USA</u> . <small>(street) (city) (state) (zip code) (country)</small> | | | |
| I declare under penalty of perjury that the foregoing is true and correct. | | | |
| Executed in <u>Harris</u> County, State of <u>Texas</u> , on the <u>13th</u> day of <u>February</u> , 20 <u>18</u> . <small>(month) (year)</small> | | | |
|  | |  _____ Signature of authorized agent of contracting business entity (Declarant) | |

AIG Europe Limited
American Home Assurance Company
Chartis Insurance Company of Canada
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company



AIG Companies
Principal Bond Office
175 Water Street, 25th Floor
New York, NY 10038

February 5, 2018

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

RE: Morganti Texas, Inc.
Request for Qualifications/Proposals for Construction Manager at Risk
New Hidalgo County Courthouse
RFQ/P No. 2017-292A-02-13-RFV
Estimated Construction Cost: \$150,000,000 +/-

Dear Ms. Salazar:

American Home Assurance Company ("American Home") is privileged to act as surety for Morganti Texas, Inc. ("Morganti"). As Morganti's surety, we have always been impressed by our client's diverse capabilities, past project experience, track record of performance and depth of the company's professional staff.

Throughout our relationship, American Home has provided all of the surety bonds that Morganti's clients have requested. With respect to Morganti's current bonding requirements, please be advised that American Home is willing to support individual projects with contract values approaching \$200,000,000 with corresponding backlogs approaching \$500,000,000. Currently, Morganti has \$200,000,000 of capacity available. Subject to underwriting particulars expressed in the following paragraph, Morganti has the ability to provide Performance and Payment Bonds for the entire construction cost of this project.

As is customary within the surety industry, the execution of any bonds would be subject to, but not necessarily limited to receipt and favorable review of all contract terms and conditions, bond forms, confirmation of project financing and all current underwriting information needed at the time of the request for bonds is made by Morganti to American Home. Please understand that any arrangement for surety bonds is a matter strictly between Morganti and American Home. As such, we assume no liability to you or any third party by the issuance of this letter.

American Home is fully licensed and authorized to conduct surety business in all fifty States, is listed in the US Department of Treasury's listing of Approved Sureties (Department Circular 570) and has a policyholder rating of "A" by A.M. Best Company with Financial Size Category "XV."

Sincerely,


American Home Assurance Company

Sylvanna Geha, Attorney-in-Fact



**STATE OF TEXAS
IMPORTANT NOTICE**

To obtain information on Insurance Companies, coverages, rights or to make a complaint, you may contact the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Telephone: 1-800-252-3439
Fax No.: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

To report a claim against an American Home Assurance Company Contract or Commercial Surety Bond, all mail should be forwarded to:

AIG Surety Claims
Attn: Shelly Adams
PO Box 26707
Shawnee Mission, KS 66225

AIG Surety maintains a dedicated staff of claim analysts within its Surety Claims Department located at:

101 Hudson Street, 28th Floor
Attn: David Koziel
Jersey City, NJ 07302
Telephone: (201) 631-4400
Fax No.: (201) 631-5119

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

OFAC TERRITORY RIDER

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

(Revised 3/17)

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 4141

No. 04-B-100925

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

--Michael J. Cusack, John J. Gambino, Sandra C. Lopes, Nicole Roy, Donald H. McCarter, Kathleen M. Flanagan, Richard A. Leveroni, Jean M. Feeney, Nicholas Labbe, John DeChiaro, Laurie Rothwell, Sylvanna Ceha, Eric J. Canterbury, of Boston, Massachusetts--

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., have each executed these presents

this 28th day of September, 2017



Handwritten signature of Michael Yang

Michael Yang, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 28th day of September, 2017 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Handwritten signature of Juliana Hallenbeck

JULIANA HALLENBECK
Notary Public - State of New York
No. 01462128271
Qualified in Seneca County
My Commission Expires April 18, 2021

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976.

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Martin Bogue, Assistant Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

FEB 05 2018

this day of



Handwritten signature of Martin Bogue

Martin Bogue, Assistant Secretary

65166 (4/96)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Morganti Texas, Inc.
10590 Westoffice Drive, Suite 150
Houston, TX 77042

SURETY:
(Name, legal status and principal place of business)

American Home Assurance Company
175 Water Street, 18th Floor
New York, NY 10038
Mailing Address for Notices
101 Hudson Street, Floor 28
Jersey City, NJ 07302

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Hidalgo County
Purchasing Department, Hidalgo County Purchasing Agent
2812 S. Business Highway 281
New Business Administration Building
Edinburg, TX 78539

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

New Hidalgo County Courthouse - RFQ/P No. 2017-292A-02-13-RFV

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of February, 2018.

Deborah Anderson
(Witness)

[Signature]
(Witness)

Morganti Texas, Inc.
(Principal) *(Seal)*

By [Signature]
(Title) President & CEO

American Home Assurance Company
(Surety) *(Seal)*

By [Signature]
(Title) Sylvanna Geha, Attorney-in-Fact





**STATE OF TEXAS
IMPORTANT NOTICE**

To obtain information on Insurance Companies, coverages, rights or to make a complaint, you may contact the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Telephone: 1-800-252-3439
Fax No.: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

To report a claim against an American Home Assurance Company Contract or Commercial Surety Bond, all mail should be forwarded to:

AIG Surety Claims
Attn: Shelly Adams
PO Box 26707
Shawnee Mission, KS 66225

AIG Surety maintains a dedicated staff of claim analysts within its Surety Claims Department located at:

101 Hudson Street, 28th Floor
Attn: David Koziel
Jersey City, NJ 07302
Telephone: (201) 631-4400
Fax No.: (201) 631-5119

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

OFAC TERRITORY RIDER

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

(Revised 3/17)

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa
The Insurance Company of the State of Pennsylvania
Principal Bond Office: 175 Water Street, New York, NY 10038

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, National Union Fire Insurance Company of Pittsburgh, Pa, a Pennsylvania corporation, The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

--- Sylvanna Geha ---

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

Surety Bond No: Bid Bond
Principal: Morganti Texas, Inc.
Obligee: Hidalgo County

IN WITNESS WHEREOF, American Home Assurance Company, National Union Fire Insurance Company of Pittsburgh, Pa, The Insurance Company of the State of Pennsylvania have each executed these presents

this 11th day of April 2017.



Michael Yang, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK}ss.

On this 11th day of April, 2017 before me came the above named Officer of American Home Assurance Company, National Union Fire Insurance Company of Pittsburgh, Pa, The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

JULIANA HALLENBECK
Notary Public – State of New York
No. 01HA612671
Qualified in Bronx County
My Commission Expires April 18, 2021

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company, National Union Fire Insurance Company of Pittsburgh, Pa, The Insurance Company of the State of Pennsylvania on May 18, 1976 :

“**RESOLVED**, that the Chairman of the Board, the President, or any Vice Presidents be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

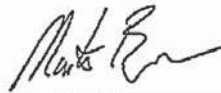
“**RESOLVED**, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

“**RESOLVED**, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.”

I, Martin Bogue, Assistant Secretary of the American Home Assurance Company, National Union Fire Insurance Company of Pittsburgh, Pa, The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolutions adopted by the Board of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation.

this 5th day of February, 2018.



Martin Bogue

EXHIBIT C - Original Proposal

NEW HIDALGO CO.

COURTHOUSE



PRICE PROPOSAL | RFQ/P: 2017-292A-02-13-RFV



MORGANTI

MORGANTI TEXAS, INC. IN ASSOCIATION WITH CASIAS CONSTRUCTION, LLC
HIDALGO COUNTY SOLICITATION | FEBRUARY 13TH, 2018
10590 West Office Drive, Suite 150, Houston, TX 77042
P: (210) 308-1067 | F: (210) 308-1068 | www.morganti.com

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SECTION 1

Price Proposal Summary



ATTACHMENT E
Price Proposal Summary Sheet

Proposal of: Morganti Texas Inc.
(Respondent's Name)

2/13/2018
(Date)

Having carefully examined all the requirements of the referenced RFQ/P (including all addenda issued as of the date of this proposal) and the Contract Form (including the contract Documents identified therein), and any attachments to them, the undersigned proposes to furnish CM @ Risk services as required for the Project on the following terms.

Respondent's Pre-Construction Service Fee \$ 956,064.71
(Lump Sum – should match the backup provided in Attachment F)

Respondent's General Conditions Fee \$ 4,938,112.00
(Not-To-Exceed, Reimbursable – should match the backup provided in Attachment F; As defined in A133 5.1.5.) Note: The above staffing plan is based upon a 30 month duration as required by the RFP. Based on our preliminary schedule of 27 months for the courthouse this duration can potentially include the early sitework and enabling activities within the 30 months. For comparison purposes this could be viewed as a savings of ~\$460,000.

Respondent's Construction Manager's Fee 2.20%
(Percentage of Construction Cost as defined in 5.1.1 of the A133 Agreement)

Fee Percentage for Additional Work 4%
(Percentage as defined in 5.1.2 of the A133 Agreement)

Preliminary Estimated Construction Cost for this Project \$ 101,255,177.00
Although abatement and demolition of the existing courthouse was not to be included in the new Courthouse proposal, we would be happy to discuss that service at the county's convenience and perform it once all operations have been transferred to the new Courthouse.

The undersigned agrees to execute an agreement based on the foregoing and the referenced RFQ/P on the contract Form (as defined in the RFQ/P) if awarded the contract for the Project (as defined in the RFQ/P). The undersigned acknowledges that owner has and reserves the right to accept or reject any and all Proposals and to waive irregularities in any Proposal(s).

Proposals shall be valid and binding, and not subject to withdrawal, for a period of ninety (90) days from the date of opening thereof.

Respectfully Submitted and Certified By:

Joseph Kummer
(Respondent's Printed Name)


(Authorized Signature)

VP of Operations
(Title)

SECTION 2

Price Proposal Breakdown



ATTACHMENT F
Price Proposal Breakdown

2 PRICE PROPOSAL BREAKDOWN | HIDALGO COUNTY COURTHOUSE

| Description | Precon Phase Fee | | | | General Conditions | | | |
|--|------------------|----------|-----------|---------------|--------------------|----------|-----------|-----------------|
| | Unit Cost | Unit Qty | Unit Type | Total | Unit Cost | Unit Qty | Unit Type | Total |
| Cost Engineers | \$65.31 | 2489 | HRS | \$ 162,556.59 | | | | \$ - |
| Drawing Checker | \$49.97 | 2634 | HRS | \$ 131,620.98 | | | | \$ - |
| Estimating | \$92.94 | 2765 | HRS | \$ 256,979.10 | | | | \$ - |
| Project Budget Estimating | \$112.00 | 852 | HRS | \$ 95,424.00 | | | | \$ - |
| Project Phasing | | | | \$ - | | | | \$ - |
| Scheduling | \$79.82 | 852 | | \$ 68,006.64 | | | | \$ - |
| Scheduling Engineer | | | | \$ - | | | | \$ - |
| Valve Engineer | | | | \$ - | | | | \$ - |
| Bid Package Documents | \$325.00 | 12 | MO | \$ 3,900.00 | | | | \$ - |
| Bidding Instructions | \$250.00 | 4 | EA | \$ 1,000.00 | | | | \$ - |
| | | | | | | | | |
| Accounting (at Job site) | | | | \$ - | \$47.95 | 5211 | HRS | \$ 249,867.45 |
| Purchasing (at Job site) | | | | \$ - | | | | \$ - |
| Project Executive | \$114.48 | 399 | HRS | \$ 45,677.52 | \$116.68 | 1303 | HRS | \$ 152,034.04 |
| Project Manager (s) | \$104.96 | 852 | HRS | \$ 89,425.92 | \$98.99 | 16416 | HRS | \$ 1,625,019.84 |
| Project Superintendent (s) | \$96.92 | 365 | HRS | \$ 35,375.80 | \$88.69 | 15186 | HRS | \$ 1,346,846.34 |
| Assistant Superintendent (s) | | | | \$ - | \$57.20 | 1824 | HRS | \$ 104,332.80 |
| Project Coordinator | | | | \$ - | \$42.00 | 9902 | HRS | \$ 415,884.00 |
| Project Expeditor | | | | \$ - | \$52.55 | 12211 | HRS | \$ 641,688.05 |
| Safety Engineer (on site) | | | | \$ - | \$59.00 | 2866 | HRS | \$ 169,094.00 |
| Safety Officer (Internal /consultant) | | | | \$ - | | | | \$ - |
| Secretarial (on site) | | | | \$ - | | | | \$ - |
| BIM Coordinator | | | | \$ - | | | | \$ - |
| QC Coordinator | \$77.58 | 852 | HRS | \$ 66,098.16 | \$79.64 | 1042 | HRS | \$ 82,984.88 |
| Drug Screening | | | | \$ - | \$55.00 | 50 | EA | \$ 2,750.00 |
| Barricades | | | | \$ - | | | | \$ - |
| Covered Walkways | | | | \$ - | \$7,700.00 | 1 | LS | \$ 7,700.00 |
| First Aid Supplies | | | | \$ - | \$50.00 | 30 | MO | \$ 1,500.00 |
| Temporary Fencing | | | | \$ - | | | | \$ - |
| Computer Network Connections (Trailer) | | | | \$ - | \$190.00 | 30 | MO | \$ 5,700.00 |
| Office Trailer Rental | | | | \$ - | \$1,475.00 | 30 | MO | \$ 44,250.00 |
| Office Trailer Equipment** | | | | \$ - | \$280.00 | 30 | MO | \$ 8,400.00 |
| Electric Power Expenses | | | | \$ - | | | | \$ - |
| Project Signs / Bulletin boards | | | | \$ - | \$2,545.60 | 1 | LS | \$ 2,545.60 |
| Telephone Expenses* | | | | \$ - | | | | \$ - |
| Temp. Toilet / Sewer Services | | | | \$ - | \$307.50 | 130 | WKS | \$ 39,975.00 |
| Temp. Water Expenses | | | | \$ - | \$35.00 | 272 | MO | \$ 9,520.00 |
| Tool / Utility Trailer Rental | | | | \$ - | | | | \$ - |
| Water / Ice | | | | \$ - | \$150.00 | 30 | MO | \$ 4,500.00 |
| Duplication Expense | | | | \$ - | \$600.00 | 10 | EA | \$ 6,000.00 |
| Maintenance Manuals | | | | \$ - | | | | \$ - |
| Operation Manual | | | | \$ - | | | | \$ - |
| Postage and delivery expense | | | | \$ - | \$150.00 | 30 | MO | \$ 4,500.00 |

ATTACHMENT F
Price Proposal Breakdown

| Description | Precon Phase Fee | | | | General Conditions | | | |
|-----------------------------------|------------------|----------|--------------|-------|--------------------|----------|-----------|-------------|
| | Unit Cost | Unit Qty | Unit Type | Total | Unit Cost | Unit Qty | Unit Type | Total |
| Shop Drawing Printing | | | | \$ - | \$184.00 | 30 | MO | \$ 5,520.00 |
| Field Office Supplies/Materials | | | | \$ - | \$250.00 | 30 | MO | \$ 7,500.00 |
| Project Photographs | | | | \$ - | | | | \$ - |
| Prepare operations manuals | | | | \$ - | | | | \$ - |
| Prepare maintenance manuals | | | | \$ - | | | | \$ - |
| Parking Fees | | | | \$ - | | | | \$ - |
| Parking Lot Rental | | | | \$ - | | | | \$ - |
| Royalties | | | | \$ - | | | | \$ - |
| Site Erosion Planning and Control | | | | \$ - | | | | \$ - |
| FICA Insurance* | | | | \$ - | | | | \$ - |
| Federal Unemployment* | | | | \$ - | | | | \$ - |
| State Unemployment* | | | | \$ - | | | | \$ - |
| Payment Bond | | | | \$ - | | | | \$ - |
| Performance Bond | | | | \$ - | | | | \$ - |
| | | | Other | | | | | |
| | | | | \$ - | | | | \$ - |
| | | | | \$ - | | | | \$ - |
| | | | | \$ - | | | | \$ - |
| | | | | \$ - | | | | \$ - |
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| | | | | \$ - | | | | \$ - |
| | | | | \$ - | | | | \$ - |
| | | | | \$ - | | | | \$ - |
| | | | | \$ - | | | | \$ - |
| | | | | \$ - | | | | \$ - |
| | | | | \$ - | | | | \$ - |

Note: all personnel costs shall include salaries and labor burden

| | | | | |
|--------------|---------------------|---------------|---------------------------------|-----------------|
| Total | Precon Total | \$ 956,064.71 | General Conditions Total | \$ 4,938,112.00 |
|--------------|---------------------|---------------|---------------------------------|-----------------|

The County is considering the use of a CCIP or OCIP program. However, in lieu of those, the County is requesting the premium cost of traditional insurance for this RFQ/P

| | | | | | | | | |
|--------------------------|-------------------------------|------|-------------------------------------|-----------------|--------------|---|----|---------------|
| Builder's Risk Insurance | | | | \$ - | \$215,988.00 | 1 | LS | \$ 215,988.00 |
| General Liability | | | | \$ - | \$810,041.00 | 1 | LS | \$ 810,041.00 |
| Workmen's Compensation | | | | \$ - | | | | \$ - |
| Off-site insurance | | | | \$ - | | | | \$ - |
| | Precon Insurance Total | \$ - | Construction Insurance Total | \$ 1,026,029.00 | | | | |



A SOLID FOUNDATION

Total (Multiple Items)

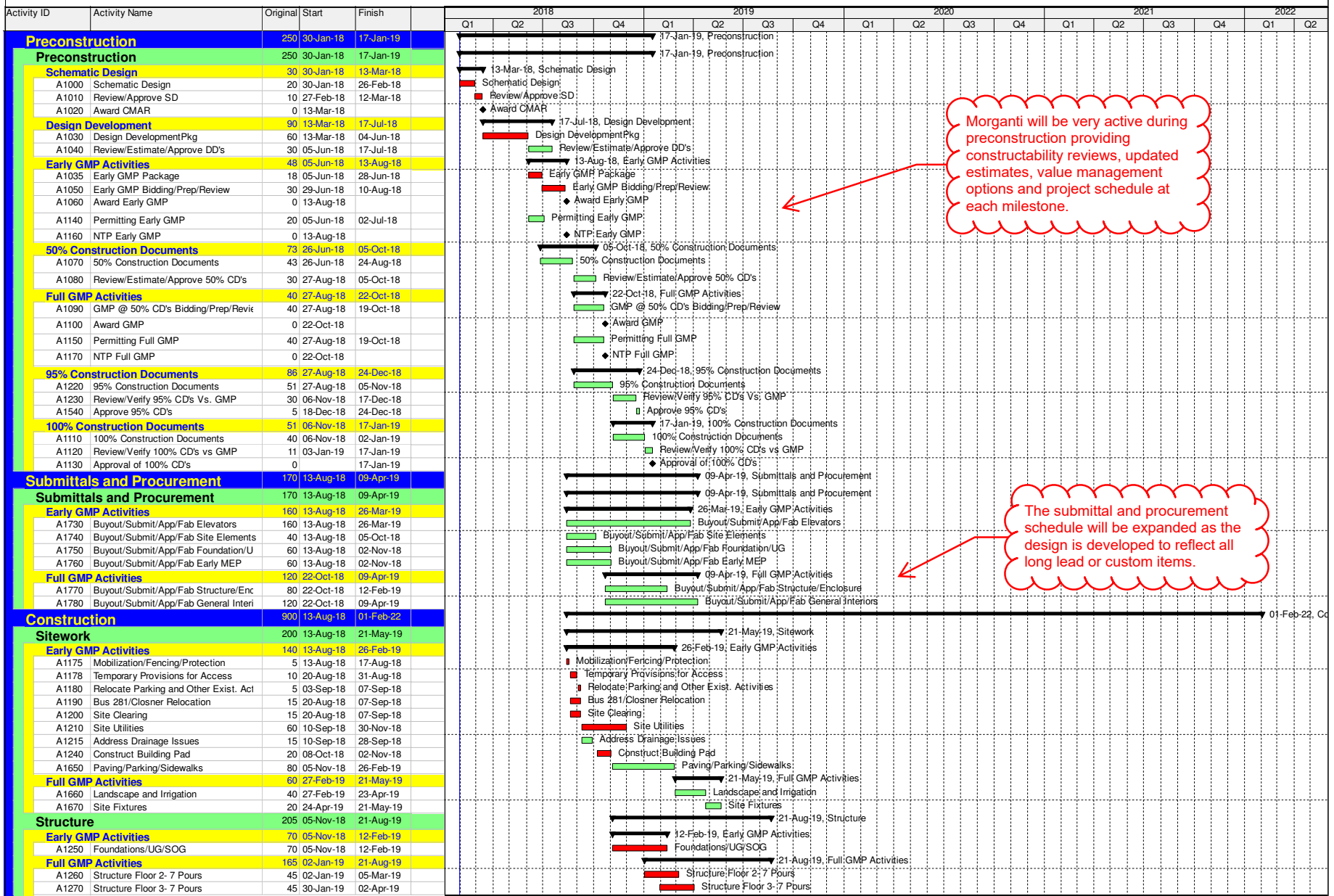
| Division | Spec | Description | Sub/Notes | Sum of Subcontract | Sum of Labor | Sum of Material | Sum of Total |
|-----------------|--------|---|------------------|----------------------|---------------------|-------------------|----------------------|
| 1 | 010000 | General Conditions | | \$ - | \$ 4,786,746 | \$ 81,787 | \$ 4,868,533 |
| 1 | 010001 | General Requirements | | \$ - | \$ 2,700 | \$ 66,879 | \$ 69,579 |
| 1 | 400005 | BUILDING PERMIT HILDAGO COUNTY | 1=Reqd 2=Exclude | \$ - | \$ - | \$ 140,300 | \$ 140,300 |
| 1 Total | | | | \$ - | \$ 4,789,446 | \$ 288,966 | \$ 5,078,412 |
| 2 | 024119 | FINAL CLEAN | | \$ 385,200 | \$ - | \$ - | \$ 385,200 |
| 2 | 024119 | DAILY CLEAN UP | | \$ 287,280 | \$ - | \$ - | \$ 287,280 |
| 2 | 029999 | BUILDING & SITE DEMO | | \$ 609,900 | \$ - | \$ - | \$ 609,900 |
| 2 | 029999 | SURVEYING | | \$ 40,000 | \$ - | \$ - | \$ 40,000 |
| 2 | 029999 | DUMPSTERS | | \$ 91,200 | \$ - | \$ - | \$ 91,200 |
| 2 Total | | | | \$ 1,413,580 | \$ - | \$ - | \$ 1,413,580 |
| 3 | 033000 | CAST IN PLACE CONCRETE | | \$ 14,445,000 | \$ - | \$ - | \$ 14,445,000 |
| 3 | 039999 | TOWER CRANE (2 EA) | | \$ 272,850 | \$ - | \$ - | \$ 272,850 |
| 3 Total | | | | \$ 14,717,850 | \$ - | \$ - | \$ 14,717,850 |
| 4 | 042000 | UNIT MASONRY | | \$ 4,633,500 | \$ - | \$ - | \$ 4,633,500 |
| 4 Total | | | | \$ 4,633,500 | \$ - | \$ - | \$ 4,633,500 |
| 5 | 051200 | STRUCTURALMETAL FRAMING | | \$ 4,586,500 | \$ - | \$ - | \$ 4,586,500 |
| 5 | 054000 | STEEL ERECTION | | \$ 1,243,250 | \$ - | \$ - | \$ 1,243,250 |
| 5 | 055000 | ORNAMENTAL METAL | | \$ 260,500 | \$ - | \$ - | \$ 260,500 |
| 5 Total | | | | \$ 6,090,250 | \$ - | \$ - | \$ 6,090,250 |
| 6 | 061000 | ROUGH CARPENTRY | | \$ 802,500 | \$ - | \$ - | \$ 802,500 |
| 6 | 064100 | INTERIOR ARCHITECTURAL WOODWORK | | \$ 5,015,000 | \$ - | \$ - | \$ 5,015,000 |
| 6 | 064100 | STONE COUNTER TOPS | | \$ 401,250 | \$ - | \$ - | \$ 401,250 |
| 6 Total | | | | \$ 6,218,750 | \$ - | \$ - | \$ 6,218,750 |
| 7 | 071150 | BIT DAMPROOFING | | \$ 1,588,950 | \$ - | \$ - | \$ 1,588,950 |
| 7 | 071300 | BELOW GRADE WP | | \$ 31,779 | \$ - | \$ - | \$ 31,779 |
| 7 | 072180 | SPRAY-ON FIREPROOFING | | \$ 401,250 | \$ - | \$ - | \$ 401,250 |
| 7 | 075520 | SBS MODIFIED BIT ROOFING | | \$ 2,247,000 | \$ - | \$ - | \$ 2,247,000 |
| 7 | 079500 | EXPANSION CONTROL | | \$ 57,780 | \$ - | \$ - | \$ 57,780 |
| 7 Total | | | | \$ 4,326,759 | \$ - | \$ - | \$ 4,326,759 |
| 8 | 061002 | HAND RAILS AND GENERAL SAFETY | | \$ 87,511 | \$ - | \$ - | \$ 87,511 |
| 8 | 081313 | DOORS, DOOR FRAMES AND HARDWARE | | \$ 1,284,000 | \$ - | \$ - | \$ 1,284,000 |
| 8 | 081416 | OVERHEAD COILING DOORS | | \$ 64,200 | \$ - | \$ - | \$ 64,200 |
| 8 | 083000 | BALISTIC RESISTANT SECURITY DOOR FRAME | | \$ 102,720 | \$ - | \$ - | \$ 102,720 |
| 8 | 084413 | GLAZED ALUMINUM CURTAIN WALL | | \$ 1,605,000 | \$ - | \$ - | \$ 1,605,000 |
| 8 | 085667 | BULLET-RESISTANT ALUM TRANSACTION WINDOWS | | \$ 32,100 | \$ - | \$ - | \$ 32,100 |
| 8 Total | | | | \$ 3,175,531 | \$ - | \$ - | \$ 3,175,531 |
| 9 | 092900 | GYPSUM BOARD | | \$ 3,049,500 | \$ - | \$ - | \$ 3,049,500 |
| 9 | 092905 | LATH AND PLASTER | | \$ 32,100 | \$ - | \$ - | \$ 32,100 |
| 9 | 093000 | TILING | | \$ 481,500 | \$ - | \$ - | \$ 481,500 |
| 9 | 095113 | ACOUSTICAL LAY-IN CEILINGS | | \$ 642,000 | \$ - | \$ - | \$ 642,000 |
| 9 | 096530 | CARPET RESILIENT WALL BASS & ACCESSORIES | | \$ 1,139,550 | \$ - | \$ - | \$ 1,139,550 |
| 9 | 096813 | POLISHED CONCRETE | | \$ 54,570 | \$ - | \$ - | \$ 54,570 |
| 9 | 096813 | TERRAZZO | | \$ 272,850 | \$ - | \$ - | \$ 272,850 |
| 9 | 097950 | ACCESS FLOORING | | \$ 83,460 | \$ - | \$ - | \$ 83,460 |
| 9 | 099000 | PAINTING AND STAINING | | \$ 706,200 | \$ - | \$ - | \$ 706,200 |
| 9 Total | | | | \$ 6,461,730 | \$ - | \$ - | \$ 6,461,730 |
| 10 | 102000 | LOUVER AND VENTS | | \$ 256,800 | \$ - | \$ - | \$ 256,800 |
| 10 | 102113 | TOILET COMPARTMENTS | | \$ 160,500 | \$ - | \$ - | \$ 160,500 |
| 10 | 102813 | TOILET ACCESSORIES | | \$ 102,720 | \$ - | \$ - | \$ 102,720 |
| 10 | 104310 | SIGNAGE | | \$ 304,950 | \$ - | \$ - | \$ 304,950 |
| 10 | 104310 | FLAG POLE | | \$ 6,420 | \$ - | \$ - | \$ 6,420 |
| 10 | 105200 | FIRE PROTECTION SPECIALTIES | | \$ 22,470 | \$ - | \$ - | \$ 22,470 |
| 10 | 105200 | LOCKERS | | \$ 160,500 | \$ - | \$ - | \$ 160,500 |
| 10 | 105200 | STAIR NOSINGS | | \$ 32,100 | \$ - | \$ - | \$ 32,100 |
| 10 | 105200 | PROJECTION SCREENS | | \$ 86,670 | \$ - | \$ - | \$ 86,670 |
| 10 | 106500 | CANOPIES | | \$ 224,700 | \$ - | \$ - | \$ 224,700 |
| 10 Total | | | | \$ 1,357,830 | \$ - | \$ - | \$ 1,357,830 |
| 11 | 110000 | DOCK LEVELER | | \$ 12,840 | \$ - | \$ - | \$ 12,840 |
| 11 | 110000 | DETENTION EQUIPMENT | | \$ 1,284,000 | \$ - | \$ - | \$ 1,284,000 |
| 11 | 110000 | FOOD SERVICE EQUIPMENT | | \$ 166,920 | \$ - | \$ - | \$ 166,920 |
| 11 Total | | | | \$ 1,463,760 | \$ - | \$ - | \$ 1,463,760 |
| 12 | 124910 | BLINDS AND SHADES | | \$ 25,680 | \$ - | \$ - | \$ 25,680 |
| 12 | 124930 | ELECTRONIC SECURTY | | \$ 2,247,000 | \$ - | \$ - | \$ 2,247,000 |
| 12 Total | | | | \$ 2,272,680 | \$ - | \$ - | \$ 2,272,680 |
| 14 | 142100 | ELEVATOR SYSTEM | | \$ 1,765,500 | \$ - | \$ - | \$ 1,765,500 |
| 14 | 149999 | WHEEL CHAIR LIFT | | \$ 401,250 | \$ - | \$ - | \$ 401,250 |
| 14 Total | | | | \$ 2,166,750 | \$ - | \$ - | \$ 2,166,750 |
| 21 | 210100 | Fire Suppression | | \$ 963,000 | \$ - | \$ - | \$ 963,000 |
| 21 Total | | | | \$ 963,000 | \$ - | \$ - | \$ 963,000 |
| 22 | 220100 | PLUMBING | | \$ 1,926,000 | \$ - | \$ - | \$ 1,926,000 |
| 22 Total | | | | \$ 1,926,000 | \$ - | \$ - | \$ 1,926,000 |
| 23 | 230100 | HVAC | | \$ 8,346,000 | \$ - | \$ - | \$ 8,346,000 |
| 23 Total | | | | \$ 8,346,000 | \$ - | \$ - | \$ 8,346,000 |

| | | | | | | | | | | |
|--------------------|-------------------------------------|----------------|----|-------------------|----|------------------|----|----------------|----|--------------------|
| 26 260100 | ELECTRICAL | | \$ | 8,843,550 | \$ | - | \$ | - | \$ | 8,843,550 |
| 26 Total | | | \$ | 8,843,550 | \$ | - | \$ | - | \$ | 8,843,550 |
| 27 270000 | COMMUNICATIONS & BASIC REQUIREMENTS | | \$ | 963,000 | \$ | - | \$ | - | \$ | 963,000 |
| 27 Total | | | \$ | 963,000 | \$ | - | \$ | - | \$ | 963,000 |
| 28 280000 | ELECTRONIC SECURITY | | \$ | 2,247,000 | \$ | - | \$ | - | \$ | 2,247,000 |
| 28 283100 | FIRE ALARM SYSTEM | | \$ | 321,000 | \$ | - | \$ | - | \$ | 321,000 |
| 28 Total | | | \$ | 2,568,000 | \$ | - | \$ | - | \$ | 2,568,000 |
| 31 311000 | SITE CLEARING | | \$ | 1,300,050 | \$ | - | \$ | - | \$ | 1,300,050 |
| 31 312000 | EARTHMOVING | | \$ | 1,605,000 | \$ | - | \$ | - | \$ | 1,605,000 |
| 31 312300 | TRAFFIC CONTROL | | \$ | 64,200 | \$ | - | \$ | - | \$ | 64,200 |
| 31 312319 | SWPPP | | \$ | 38,520 | \$ | - | \$ | - | \$ | 38,520 |
| 31 312500 | LIME STABILIZED SUBGRADE | | \$ | 192,600 | \$ | - | \$ | - | \$ | 192,600 |
| 31 313116 | TERMITE CONTROL | | \$ | 9,630 | \$ | - | \$ | - | \$ | 9,630 |
| 31 Total | | | \$ | 3,210,000 | \$ | - | \$ | - | \$ | 3,210,000 |
| 32 321273 | CONCRETE PAVING JOINT SYSTEM | | \$ | 57,780 | \$ | - | \$ | - | \$ | 57,780 |
| 32 321313 | CONCRETE PAVING | | \$ | 577,800 | \$ | - | \$ | - | \$ | 577,800 |
| 32 328423 | LANDSCAPE & IRRIGATION SYSTEM | | \$ | 481,500 | \$ | - | \$ | - | \$ | 481,500 |
| 32 329000 | PAVEMENT MARKINGS | | \$ | 28,890 | \$ | - | \$ | - | \$ | 28,890 |
| 32 329200 | TEMP FENCING | | \$ | 85,000 | \$ | - | \$ | - | \$ | 85,000 |
| 32 329200 | FENCING AND GATES | | \$ | 182,970 | \$ | - | \$ | - | \$ | 182,970 |
| 32 Total | | | \$ | 1,413,940 | \$ | - | \$ | - | \$ | 1,413,940 |
| 33 334100 | SITE UTILITIES | | \$ | 802,500 | \$ | - | \$ | - | \$ | 802,500 |
| 33 Total | | | \$ | 802,500 | \$ | - | \$ | - | \$ | 802,500 |
| 40 010150 | SUB BONDS | 0.50% | | | | | | | \$ | 416,675 |
| 40 400002 | BUILDERS RISK | See Calculator | \$ | - | | | | | \$ | 215,988 |
| 40 400003 | G/L , Umbrella | 0.80% | | | | | | | \$ | 810,041 |
| 40 400010 | DESIGN CONTINGENCY | ALLOWANCE | \$ | - | \$ | - | \$ | - | \$ | 4,187,582 |
| 40 400011 | CONTRACTOR'S CONTINGENCY | ALLOWANCE | \$ | - | \$ | - | \$ | - | \$ | 4,187,582 |
| 40 400100 | PROFIT | | \$ | 0 | \$ | - | | | \$ | 2,161,087 |
| 40 401000 | BOND PREMIUM | See Calculator | \$ | - | \$ | - | | | \$ | 862,850 |
| 40 Total | | | \$ | 0 | \$ | - | \$ | - | \$ | 12,841,805 |
| Grand Total | | | \$ | 83,334,960 | \$ | 4,789,446 | \$ | 288,966 | \$ | 101,255,177 |

SECTION 5

Draft Schedule





Morganti will be very active during preconstruction providing constructability reviews, updated estimates, value management options and project schedule at each milestone.

The submittal and procurement schedule will be expanded as the design is developed to reflect all long lead or custom items.

5 DRAFT SCHEDULE | HIDALGO COUNTY COURTHOUSE

■ Actual Work ■ Critical Remaining Work
■ Remaining Work ◆ Milestone



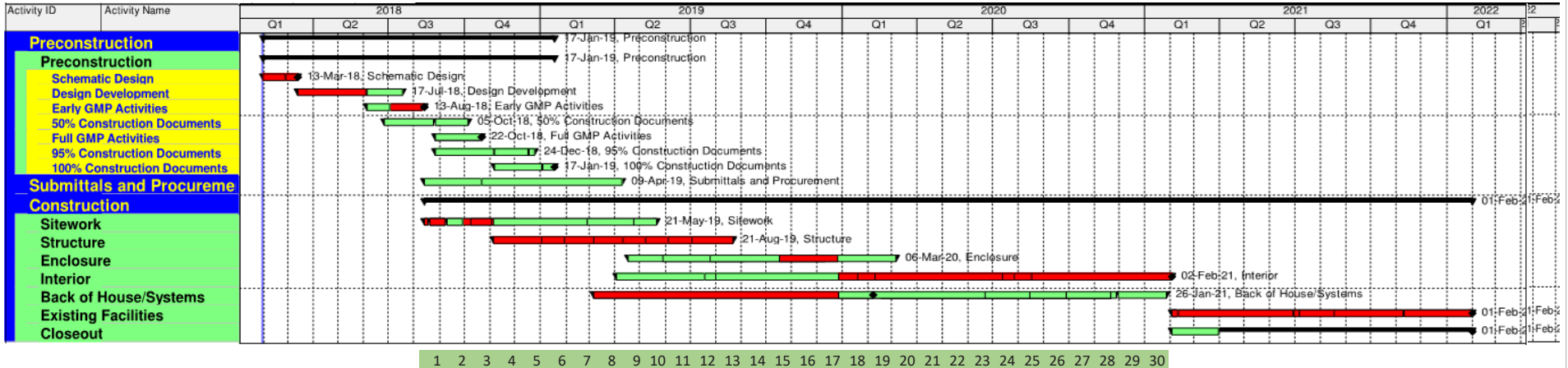
SECTION 6

Staffing Plan





STAFFING PLAN: HIDALGO COUNTY COURTHOUSE



| Position | Billing Rate/Hr | A-18 | S-18 | O-18 | N-18 | D-18 | J-19 | F-19 | M-19 | A-19 | M-19 | J-19 | J-19 | A-19 | S-19 | O-19 | N-19 | D-19 | J-20 | F-20 | M-20 | A-20 | M-20 | J-20 | J-20 | A-20 | S-20 | O-20 | N-20 | D-20 | J-21 | F-21 | M-21 | Average | Total |
|-------------------|-----------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------------|------------|-------|
| Project Executive | \$ 117 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.20 | \$ 117,936 | |
| SPM (2) | \$ 107 | 0.5 | 0.5 | 0.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.40 | \$ 754,992 | |
| PM (2) | \$ 98 | 1.0 | 1.0 | 1.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | x | \$ 856,128 | |
| PE(2) | \$ 62 | 1.0 | 1.0 | 1.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | x | \$ 593,712 | | |
| Gen. Supt. | \$ 113 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.20 | \$ 113,904 | |
| Sr. Supt | \$ 105 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.00 | \$ 529,200 | |
| Supt. | \$ 80 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | x | \$ 698,880 | | |
| Assist. Supt | \$ 59 | 0.0 | 0.0 | 0.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.33 | \$ 99,120 | |
| Safety | \$ 59 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.56 | \$ 166,522 | |
| QA/QC | \$ 78 | 0.0 | 0.0 | 0.0 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.18 | \$ 70,762 | |
| Admin | \$ 48 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.00 | \$ 241,920 | |
| Intern/Foreman | \$ 54 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | x | \$ 544,320 | | |

Note: The above staffing plan is based upon a 30 month duration as required by the RFP. Based on our preliminary schedule of 27 months for the courthouse this duration can potentially include the early sitework and enabling activities within the 30 months. For comparison purposes this could be viewed as a savings of ~\$460,000. \$ 4,787,395

EXHIBIT C - Updated Price Proposal



A SOLID FOUNDATION

March 1, 2018

Hidalgo County Commissioners
100 E. Cano St.
Edinburg, TX 78539

**Re: New Hidalgo County Courthouse
Updated Proposal**

Dear Hidalgo County Commissioners:

Thank you for selecting Morganti Texas as the CMAR for the New Hidalgo County Courthouse project, we are very proud and excited to be joining the project team.

As requested during our teleconference, we have reviewed and updated our pricing for the courthouse project. Our initial proposal reflected the scoring criteria outlined in the RFQ/P and was developed in a competitive environment, therefore the structure of our price proposal was designed to be as competitive as possible and earn the highest points available.

Based on our discussion and in good faith, we are happy to be able to provide additional value to the project by making the following updates to our price proposal:

- Reducing our overall pre-construction services fee by **\$250,000**.
- Reallocating approximately **\$191,000** from pre-construction services to general conditions to provide for on-going budgeting, constructability, scheduling and value engineering that will take place after the GMP is established at 50% Construction Documents. This aligns our proposal with the guidelines provided by Jacobs in our meeting and benefits the project by allowing us to continue to provide the necessary services as the design progresses from 50% CDs to 100% CDs. The General Conditions remain based upon a 30-month total duration per the RFP. **All savings on General Conditions will be returned 100% to Hidalgo County at the conclusion of the project.**
- Reducing our fee percentage for any additional work from 4% to **3%**.

We have structured this proposal based on an August 2018 start date for the early sitework, enabling activities and the foundation packages with completion of design in December 2018. We are also interested in discussing the inclusion of the abatement and demolition of the existing courthouse when convenient for Hidalgo County and conduct that work after all courthouse services have been transferred to the new building.

Please see the attached updated proposal summary and thank you again for your time and consideration. We are eager to get started working with you and the project team so please let us know if we can provide any additional information or if there are any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Kummer". The signature is stylized with a large, sweeping flourish at the end.

Paul Kummer
281-541-2420
Pkummer@morganti.com

ATTACHMENT E
Price Proposal Summary Sheet

Proposal of: Morganti Texas Inc.
(Respondent's Name)

3/1/2018
(Date)

Having carefully examined all the requirements of the referenced RFQ/P (including all addenda issued as of the date of this proposal) and the Contract Form (including the contract Documents identified therein), and any attachments to them, the undersigned proposes to furnish CM @ Risk services as required for the Project on the following terms.

Respondent's Pre-Construction Service Fee \$ 515,065
(Lump Sum – should match the backup provided in Attachment F)

Respondent's General Conditions Fee \$ 5,129,112
(Not-To-Exceed, Reimbursable – should match the backup provided in Attachment F; As defined in A133 5.1.5.)

Respondent's Construction Manager's Fee 2.20%
(Percentage of Construction Cost as defined in 5.1.1 of the A133 Agreement)

Fee Percentage for Additional Work 3%
(Percentage as defined in 5.1.2 of the A133 Agreement)

Preliminary Estimated Construction Cost for this Project \$

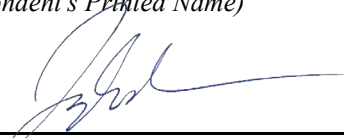
Reduction based on NTP for construction in August 2018. Pre-construction to end at GMP, remaining Pre-construction services to be reimbursed as GCs. Documents to be 100% complete in December 2018.

The undersigned agrees to execute an agreement based on the foregoing and the referenced RFQ/P on the contract Form (as defined in the RFQ/P) if awarded the contract for the Project (as defined in the RFQ/P). The undersigned acknowledges that owner has and reserves the right to accept or reject any and all Proposals and to waive irregularities in any Proposal(s).

Proposals shall be valid and binding, and not subject to withdrawal, for a period of ninety (90) days from the date of opening thereof.

Respectfully Submitted and Certified By:

Joseph Kummer
(Respondent's Printed Name)


(Authorized Signature)

VP of Operations
(Title)

ATTACHMENT F
Price Proposal Breakdown

| Description | Precon Phase Fee | | | | General Conditions | | | |
|--|------------------|----------|-------------|---------------|--------------------|----------|-----------|-----------------|
| | Unit Cost | Unit Qty | Unit Type | Total | Unit Cost | Unit Qty | Unit Type | Total |
| Cost Engineers | \$65.31 | 1009 | HRS | \$ 65,897.79 | | | | \$ - |
| Drawing Checker | \$49.97 | 975 | HRS | \$ 48,720.75 | | | | \$ - |
| Estimating | \$92.94 | 1120 | HRS | \$ 104,092.80 | | | | \$ - |
| Project Budget Estimating | \$112.00 | 580 | HRS | \$ 64,960.00 | | | | \$ - |
| Project Phasing | | | | \$ - | | | | \$ - |
| Scheduling | \$79.82 | 616 | HRS | \$ 49,169.12 | | | | \$ - |
| Scheduling Engineer | | | | \$ - | | | | \$ - |
| Valve Engineer | | | | \$ - | | | | \$ - |
| Bid Package Documents | \$325.00 | 12 | MO | \$ 3,900.00 | | | | \$ - |
| Bidding Instructions | \$249.51 | 4 | EA | \$ 998.04 | | | | \$ - |
| | | | | | | | | |
| Accounting (at Job site) | | | | \$ - | \$47.95 | 5211 | HRS | \$ 249,867.45 |
| Purchasing (at Job site) | | | | \$ - | | | | \$ - |
| Project Executive | \$114.48 | 280 | HRS | \$ 32,054.40 | \$116.68 | 1890 | HRS | \$ 220,525.20 |
| Project Manager (s) | \$104.96 | 612 | HRS | \$ 64,235.52 | \$98.99 | 16816 | HRS | \$ 1,664,615.84 |
| Project Superintendent (s) | \$96.92 | 275 | HRS | \$ 26,653.00 | \$88.69 | 15986 | HRS | \$ 1,417,798.34 |
| Assistant Superintendent (s) | | | | \$ - | \$57.20 | 2124 | HRS | \$ 121,492.80 |
| Project Coordinator | | | | \$ - | \$42.00 | 9778 | HRS | \$ 410,676.00 |
| Project Expeditor | | | | \$ - | \$52.55 | 12211 | HRS | \$ 641,688.05 |
| Safety Engineer (on site) | | | | \$ - | \$59.00 | 2866 | HRS | \$ 169,094.00 |
| Safety Officer (Internal /consultant) | | | | \$ - | | | | \$ - |
| Secretarial (on site) | | | | \$ - | | | | \$ - |
| BIM Coordinator | | | | \$ - | | | | \$ - |
| QC Coordinator | \$77.58 | 701 | \$54,383.58 | \$ 54,383.58 | \$79.64 | 1042 | HRS | \$ 82,984.88 |
| Drug Screening | | | | \$ - | \$55.00 | 50 | EA | \$ 2,750.00 |
| Barricades | | | | \$ - | | | | \$ - |
| Covered Walkways | | | | \$ - | \$7,709.00 | 1 | LS | \$ 7,709.00 |
| First Aid Supplies | | | | \$ - | \$50.00 | 30 | MO | \$ 1,500.00 |
| Temporary Fencing | | | | \$ - | | | | \$ - |
| Computer Network Connections (Trailer) | | | | \$ - | \$190.00 | 30 | MO | \$ 5,700.00 |
| Office Trailer Rental | | | | \$ - | \$1,475.00 | 30 | MO | \$ 44,250.00 |
| Office Trailer Equipment** | | | | \$ - | \$280.00 | 30 | MO | \$ 8,400.00 |
| Electric Power Expenses | | | | \$ - | | | | \$ - |
| Project Signs / Bulletin boards | | | | \$ - | \$2,545.60 | 1 | LS | \$ 2,545.60 |
| Telephone Expenses* | | | | \$ - | | | | \$ - |
| Temp. Toilet / Sewer Services | | | | \$ - | \$307.50 | 130 | WKS | \$ 39,975.00 |
| Temp. Water Expenses | | | | \$ - | \$35.00 | 272 | MO | \$ 9,520.00 |
| Tool / Utility Trailer Rental | | | | \$ - | | | | \$ - |
| Water / Ice | | | | \$ - | \$150.00 | 30 | MO | \$ 4,500.00 |
| Duplication Expense | | | | \$ - | \$600.00 | 10 | EA | \$ 6,000.00 |
| Maintenance Manuals | | | | \$ - | | | | \$ - |

Exhibit D

Division of Cost Elements

I- CONSTRUCTION MANAGEMENT SERVICES

| Description | Precon Phase Fee | Construction Manager's Fee | General Conditions | Cost of Work | A/E's Costs | Owner's Costs |
|---------------------------------------|------------------|----------------------------|--------------------|--------------|-------------|---------------|
| Cost Engineers | x | | x | | | |
| Drawing Checker | x | | | | | |
| Estimating | x | | | | | |
| Project Budget Estimating | x | | | | | |
| Project Phasing | x | | | | | |
| Scheduling | x | | x | | | |
| Scheduling Engineer | x | | | | | |
| Value Engineer | x | | | | | |
| Corporate Executive | | x | | | | |
| Principle in Charge | | x | | | | |
| Secretarial (off site) | | x | | | | |
| Clerk / Typist | | x | | | | |
| Time Keeper / Checker | | x | | | | |
| Accounting (at main office) | | x | | | | |
| Accounting (at Job site) | | | x | | | |
| Purchasing (at main office) | | x | | | | |
| Purchasing (at Job site) | | | x | | | |
| Legal (basis service) | | x | | | | |
| EEO Officer | | x | | | | |
| Production Engineer | | x | | | | |
| Energy Management | | x | | | | |
| Drafting Detailer | | x | | | | |
| Engineer's Transportation* | | x | | | | |
| Off Site Staff Transportation* | | x | | | | |
| Off Site Staff Travel Costs | | x | | | | |
| Project Staff Moving Expense | | x | | | | |
| Project Staff Subsistence cost | | x | | | | |
| Staff Training and Education | | x | | | | |
| Project Executive | | | x | | | |
| Project Manager (s) | | | x | | | |
| Project Superintendent (s) | | | x | | | |
| Assistant Superintendent (s) | | | x | | | |
| Project Coordinator | | | x | | | |
| Project Expeditor | | | x | | | |
| Safety Engineer (on site) | | | x | | | |
| Safety Officer (Internal /consultant) | | | x | | | |
| Secretarial (on site) | | | x | | | |
| Field Engineer | | | x | | | |
| Drug Screening | | | x | | | |
| On Site Project Mngr. Transport** | | x | | | | |
| Superintendents Transportation** | | x | | | | |

Note: All personnel Costs shall include salaries and labor burden*

*Labor Burden, with the exception of liability insurance, must be a direct benefit to the employee

**Transportation includes purchase, lease, rental of or allowance for vehicles and their maintenance

| Description | Precon Phase Fee | Construction Manager's Fee | General Conditions | Cost of Work | A/E's Costs | Owner's Costs |
|---|------------------|----------------------------|--------------------|--------------|-------------|---------------|
| II. SAFETY, SECURITY, AND SERVICES | | | | | | |
| 2-Way Radio Equipment | | x | | | | |
| Barricades | | | x | | | |
| Covered Walkways | | | x | | | |
| Debris Hauling / Removal | | | | x | | |
| Dust Controls | | | | x | | |
| Final Cleanup | | | | x | | |
| Fire Extinguishers / Fire Watch | | | | x | | |
| First Aid Supplies | | | x | | | |
| Handrails and toe Boards | | | | x | | |
| Infection Control Measures | | | | x | | |
| Opening Protection | | | | x | | |
| Roadway Maintenance | | | | x | | |
| Safety Equipment | | | | x | | |
| Safety Nets | | | | x | | |
| Security Guard / Watchman Services | | | | x | | |
| Snow and Ice Removal | | | | x | | |
| Temporary Fencing | | | x | | | |
| Traffic Control | | | | x | | |
| Trash Chute & Hoppers | | | | x | | |
| Weekly Cleanup | | | | x | | |

Note: All personnel costs shall include salaries and labor burden*

*Labor Burden, with the exception of liability insurance, must be a direct benefit to the employee

III. FACILITIES, EQUIPMENT & SERVICES

| | | | | | | |
|------------------------------------|--|---|---|---|--|---|
| Air Compressors | | | | x | | |
| Change / Shower Rooms | | | | x | | |
| Computer Network Connections | | | x | | | |
| Dewatering Equipment | | | | x | | |
| Fuel / Repairs / Maintenance | | | | x | | |
| Generators | | | | x | | |
| Lunch Rooms | | | | x | | |
| Miscellaneous Equipment | | | | x | | |
| Office Trailer Rental | | | x | | | |
| Office Trailer Equipment*** | | x | | | | |
| Electric Power Expenses | | | | | | x |
| Project Signs / Bulletin boards | | | x | | | |
| Telephone Expenses* | | | x | | | |
| Temp. Cooling Expenses (allowance) | | | | x | | |
| Temp. Enclosures / Partitions | | | | x | | |
| Temp. Heating Expenses (allowance) | | | | x | | |
| Temp. Lighting / Wiring | | | | x | | |
| Temp. Roads | | | | x | | |
| Temp. Stairs | | | | x | | |
| Temp. Toilet / Sewer Services | | | x | | | |
| Temp. Water Expenses | | | x | | | |
| Tool / Utility Trailer Rental | | | x | | | |
| Water / Ice | | | x | | | |

*Site office telephone & computer network operating expense only; equipment is part of Construction Manager's Fee

**Office Trailer Equipment includes computers, business equipment, telephone equipment and cellular phones

Note: all personnel costs shall include salaries and labor burden

| Description | Precon Phase Fee | Construction Manager's Fee | General Conditions | Cost of Work | A/E's Costs | Owner's Costs |
|-----------------------------------|------------------|----------------------------|--------------------|--------------|-------------|---------------|
| IV. VERTICAL HOISTING | | | | | | |
| Crane erect and dismantle | | | | x | | |
| Crane Fuel/repairs/maintenance | | | | x | | |
| Crane operator | | | | x | | |
| Crane raising/jumping cost | | | | x | | |
| Crane Rental | | | | x | | |
| Crane Safety Inspections | | | | x | | |
| Elevator Cage Rider | | | | x | | |
| Elevator operation costs | | | | x | | |
| Elevator repairs and maintenance | | | | x | | |
| Elevator Service costs | | | | x | | |
| Forklift Fuel/repairs/maintenance | | | | x | | |
| Forklift Operators | | | | x | | |
| Forklift rental | | | | x | | |
| Forklift Safety Inspection | | | | x | | |
| Hoist communications | | | | x | | |
| Hoist Electrical | | | | x | | |
| Hoist Erect and Dismantle | | | | x | | |
| Hoist Fuel/repairs/maintenance | | | | x | | |
| Hoist Landings and Forms | | | | x | | |
| Hoist Material Hoppers | | | | x | | |
| Hoist Material Skips | | | | x | | |
| Hoist Operators | | | | x | | |
| Hoist Rentals | | | | x | | |
| Hoist Safety Inspection | | | | x | | |
| Safety Inspections | | | | x | | |
| Small Materials Hoist Rental | | | | x | | |

Note: All personnel costs shall include salaries and labor burden*

V. REPRODUCTION AND PRINTING

| | | | | | | |
|----------------------------------|---|---|---|---|---|--|
| DESIGN PHASE | | | | | | |
| Bid Package Documents | X | | | | | |
| Bidding Instructions | X | | | | | |
| Construction Documents | | | | | X | |
| Cost study Documents | | | | | X | |
| Postage and Express costs | | | | | X | |
| Systems Study Documents | | | | | X | |
| As Built Documents (drafting) | | | | x | x | |
| CONSTRUCTION PHASE | | | | | | |
| Accounting Forms | | x | | | | |
| Contract Agreements | | x | | | | |
| Cost Report Forms | | x | | | | |
| Data Processing (in house) | | x | | | | |
| Estimating Forms | | x | | | | |
| Field Reporting Forms | | x | | | | |
| Presentation Charts and Graphics | | x | | | | |
| Reference Materials | | x | | | | |
| Schedule Reporting Forms | | x | | | | |
| Special Forms | | x | | | | |
| Value Analysis Studies | | x | | | | |
| Duplication Expense | | | x | | | |
| Maintenance Manuals | | | x | | | |
| Operation Manual | | | x | | | |
| Postage and delivery expense | | | x | | | |
| Shop Drawing Printing | | | x | | | |

Note: All personnel costs shall include salaries and labor burden*

| Description | Precon Phase Fee | Construction Manager's Fee | General Conditions | Cost of Work | A/E's Costs | Owner's Costs |
|----------------------------------|------------------|----------------------------|--------------------|--------------|-------------|---------------|
| VI. QUALITY CONTROL | | | | | | |
| Chief Inspector | | | | | x | |
| Field Inspector | | | | | x | |
| Inspector's Transportation | | | | | x | |
| Inspector's Equipment | | | | | x | |
| Inspector's Office | | | x | | | |
| Compaction Testing | | | | | | x |
| Concrete Testing | | | | | | x |
| Fireproofing Testing | | | | | | x |
| Masonry Testing | | | | | | x |
| Soils Investigation | | | | | | x |
| Special Inspection Consultants | | | | | | x |
| Special Testing Consultants | | | | | | x |
| Special Testing Services | | | | | | x |
| Welding Inspections | | | | | | x |
| Field Office Supplies/Materials | | | x | | | |
| Project Photographs | | | x | | | |
| Warranty Inspection Coordination | | x | | | | |
| Air and Water Balancing | | | | | | x |
| Operations on site training | | | | x | | |
| Prepare operations manuals | | | x | | | |
| Prepare maintenance manuals | | | x | | | |

Note: All personnel costs shall include salaries and labor burden*

VII. PERMITS AND SPECIAL FEES

| | | | | | | |
|---------------------------------|--|---|---|---|--|---|
| Construction Equipment licenses | | | | x | | |
| Construction Equipment Permits | | | | x | | |
| Parking Fees | | | x | | | |
| Parking Lot Rental | | | x | | | |
| Royalties | | | x | | | |
| Staking and layout fees/costs | | | | x | | |
| Storage yard rental | | | | x | | |
| Association Fees | | x | | | | |
| Contractor's licenses | | x | | | | |
| Building Permits | | | | | | x |
| Curb and gutter permits | | | | | | x |
| Gas service charge* | | | | | | x |
| Plan check fee | | | | | | x |
| Power service charge* | | | | | | x |
| Sanitary connection fee* | | | | | | x |
| Sidewalk permits | | | | | | x |
| Sign permits | | | | | | x |
| Special tap fees | | | | | | x |
| Storm connection fee* | | | | | | x |
| Water connection fee* | | | | | | x |
| Zoning fees/consultant | | | | | | x |

*Represent final connection costs, not temporary

Note: all personnel costs shall include salaries and labor burden

| Description | Precon Phase Fee | Construction Manager's Fee | General Conditions | Cost of Work | A/E's Costs | Owner's Costs |
|----------------------------------|------------------|----------------------------|--------------------|--------------|-------------|---------------|
| VIII. INSURANCE AND BONDS | | | | | | |
| Builder's Risk Insurance | | | | x | | |
| Errors and Omissions | | | | | x | |
| General Liability | | | | x | | |
| Completed Operations Liability | | | | x | | |
| Excess Liability Coverage | | | | x | | |
| Workmen's Compensation | | | x | | | |
| FICA Insurance* | | | x | | | |
| Federal Unemployment* | | | x | | | |
| State Unemployment* | | | x | | | |
| Payment Bond | | | | x | | |
| Performance Bond | | | | x | | |
| Off-site insurance | | | x | | | |
| Off-site Taxes | | x | | | | |

*On-site staff only

Note: All personnel costs shall include salaries and Labor burden

IX. OTHER COSTS

| | | | | | | |
|-----------------------------------|--|---|--|---|---|---|
| Construction Equipment | | | | x | | |
| Construction Labor Costs | | | | x | | |
| Construction Material | | | | x | | |
| Cost of Emergency Work | | | | x | | |
| Project Taxes | | | | x | | |
| Cost of Design and Engineering | | | | | x | |
| A/E cost for bid Packages | | | | | x | |
| Building Maint. After Move-In | | | | | | x |
| Building Operations after Move-In | | | | | | x |
| Land costs | | | | | | x |
| Moving coordination | | | | | | x |
| Moving costs | | | | | | x |
| Owner Change contingency | | | | | | x |
| Soils Investigation | | | | | | x |
| Title/Development costs | | | | | | x |
| C.M. General Overhead costs | | x | | | | |
| C.M. Profit/Margin | | x | | | | |
| Corrective Extra Work | | x | | | | |
| Costs over GMP | | x | | | | |

Note: all personnel costs shall include salaries and labor burden

Application and Certificate for Payment

| | | | |
|--|--|---|--|
| OWNER: County of Hidalgo, Texas 100 N. Clossner Boulevard Edinburg, Texas 78539 | PROJECT: New Hidalgo County Courthouse 100 N. Clossner Boulevard Edinburg, Texas 78539 | APPLICATION NO: PERIOD TO: CONTRACT FOR: CONTRACT DATE: PROJECT NOS: | Distribution To: Owner <input type="checkbox"/> Architect <input type="checkbox"/> Contractor <input type="checkbox"/> Field <input type="checkbox"/> Project Manager <input type="checkbox"/> Other <input type="checkbox"/> |
| CONTRACTOR: Morganti Texas, Inc. 10590 W. Office Drive, Suite 150 Houston, Texas 77042 | ARCHITECT: HDR Architecture, Inc. 8750 N. Central Expy, Suite 100 Dallas, Texas 75231 | | |

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

| | | | |
|--|----|--------------|--|
| 1. ORIGINAL CONTRACT SUM | \$ | 8,235,110.00 | |
| 2. NET CHANGE BY CHANGE ORDERS | \$ | - | |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 8,235,110.00 | |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 5,453,122.00 | |
| 5. RETAINAGE: | | | |
| a. 5% of Completed Work (Columns D + E on G703) | \$ | 272,656.10 | |
| b. 5% of Stored Material (Column F on G703) | \$ | - | |
| Total Retainage (Lines 5a + 5b, or Total in Column I of G703): | \$ | 272,656.10 | |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total) | \$ | 5,180,465.90 | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | - | |
| 8. CURRENT PAYMENT DUE: | \$ | 5,180,465.90 | |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE: (Line 3 minus Line 6) | \$ | 3,054,644.10 | |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$: - | \$: - |
| Total approved this month | \$: - | \$: - |
| TOTAL | \$: - | \$: - |
| NET CHANGES by Change Order | \$: | - |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____ **DATE:** _____

By: _____

Title of: _____

Country: _____ United States of America

Subscribed and sworn to before _____

This _____ day of _____

Notary Public: _____

My commission expires: _____

ARCHITECT'S CERTIFICATE OF PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief that Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certificate for Payment, Construction Manager at Risk, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO. : 0
 APPLICATION DATE : Jan 0, 1900
 PERIOD TO : 0
 ARCHITECT'S PROJECT NO: 0

| A ITEM NO. | B DESCRIPTION OF WORK | B-1 CONTRACT VALUE | C CURRENT BUYOUT VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H % COMPLETE (G/C) | I BALANCE TO FINISH (C-G) | J RETAINAGE 5% OF COMPLETED TO DATE (G*0.05) | |
|---------------|---|-----------------------|---------------------------|----------------------|---------------|---------------------------------|---|-----------------------|------------------------------|---|----|
| | | | | PREVIOUS APPLICATION | THIS PERIOD | | | | | | |
| | GENERAL CONDITIONS & FEES | \$ 2,310,060.00 | \$ 2,310,060.00 | \$ 1,645,500.00 | \$ 45,000.00 | \$ - | \$ 1,690,500.00 | 73.18% | \$ 619,560.00 | \$ 84,525.00 | 5% |
| | Pre-Construction Services | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ - | \$ - | \$ 25,000.00 | 100% | \$ - | \$ 1,250.00 | 5% |
| | SDI | \$ 250,000.00 | \$ 250,000.00 | \$ 185,000.00 | \$ - | \$ - | \$ 185,000.00 | 74% | \$ 65,000.00 | \$ 9,250.00 | 5% |
| | Building Permit | \$ 65,000.00 | \$ 65,000.00 | \$ 65,000.00 | \$ - | \$ - | \$ 65,000.00 | 100% | \$ - | \$ 3,250.00 | 5% |
| | Insurance | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ - | \$ - | \$ 20,000.00 | 100% | \$ - | \$ 1,000.00 | 5% |
| | CCIP | \$ 450,000.00 | \$ 450,000.00 | \$ 450,000.00 | \$ - | \$ - | \$ 450,000.00 | 100% | \$ - | \$ 22,500.00 | 5% |
| | Builder's Risk | \$ 45,000.00 | \$ 45,000.00 | \$ 45,000.00 | \$ - | \$ - | \$ 45,000.00 | 100% | \$ - | \$ 2,250.00 | 5% |
| | General Conditions | \$ 800,000.00 | \$ 800,000.00 | \$ 400,000.00 | \$ - | \$ - | \$ 400,000.00 | 50% | \$ 400,000.00 | \$ 20,000.00 | 5% |
| | Payment & Performance Bond | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ - | \$ - | \$ 200,000.00 | 100% | \$ - | \$ 10,000.00 | 5% |
| | CMAR Fee | \$ 455,060.00 | \$ 455,060.00 | \$ 350,500.00 | \$ 45,000.00 | \$ - | \$ 300,500.00 | 66% | \$ 154,560.00 | \$ 15,025.00 | 5% |
| | CM CONTINGENCY | \$ 335,000.00 | \$ 309,564.00 | | | | | | \$ 180,000.00 | | |
| | GMP #1 | \$ 85,000.00 | \$ 85,000.00 | | | | | | \$ 85,000.00 | | |
| | GMP #2 (if applicable) | \$ 250,000.00 | \$ 250,000.00 | | | | | | \$ 250,000.00 | | |
| | AEA #002 - CM Contingency - Additional Crews | | \$ (155,000.00) | | | | | | \$ (155,000.00) | | |
| | OWNER'S CONTINGENCY | \$ 335,000.00 | \$ 309,564.00 | | | | | | \$ 309,564.00 | | |
| | GMP #1 | \$ 85,000.00 | \$ 85,000.00 | | | | | | \$ 85,000.00 | | |
| | GMP #2 (if applicable) | \$ 250,000.00 | \$ 250,000.00 | | | | | | \$ 250,000.00 | | |
| | AEA #004 - Owner Contingency - Owner Requested Plants | | \$ (25,436.00) | | | | | | \$ (25,436.00) | | |
| | ALLOWANCES | \$ 205,050.00 | \$ 9,425.00 | | | | | | \$ 9,425.00 | | |
| | Utilities Allowance | \$ 100,000.00 | \$ 100,000.00 | | | | | | \$ 100,000.00 | | |
| | AEA #003 - Unforeseen Utilities | | \$ (95,375.00) | | | | | | \$ (95,375.00) | | |
| | Printing Allowance | \$ 105,050.00 | \$ 105,050.00 | | | | | | \$ 105,050.00 | | |
| | AEA #001 - Additional Printing Services | | \$ (100,250.00) | | | | | | \$ (100,250.00) | | |
| | COST OF WORK | \$ 5,050,000.00 | \$ 4,756,661.00 | \$ 2,950,565.00 | \$ 812,057.00 | \$ - | \$ 3,762,622.00 | 79.10% | \$ 994,039.00 | \$ 188,131.10 | 5% |
| | DIVISION 01: GENERAL REQUIREMENTS | \$ 1,000,000.00 | \$ 925,250.00 | | | | | | | | |
| | Contractor's Name | | \$ 750,000.00 | \$ 350,000.00 | \$ 150,000.00 | \$ - | \$ 500,000.00 | 67% | \$ 250,000.00 | \$ 25,000.00 | 5% |
| | SCO #001 - AEA #001 - Additional Printing Services | | \$ 100,250.00 | \$ - | \$ 50,654.00 | \$ - | \$ 50,654.00 | 51% | \$ 49,596.00 | \$ 2,532.70 | 5% |
| | SCO #002 - Buyout #001 - Temporary Partitions | | \$ 75,000.00 | \$ - | \$ 35,000.00 | \$ - | \$ 35,000.00 | 47% | \$ 40,000.00 | \$ 1,750.00 | 5% |
| | Contractor's Name - CONTRACT SUM | | \$ 925,250.00 | \$ 350,000.00 | \$ 235,654.00 | \$ - | \$ 585,654.00 | 63% | \$ 339,596.00 | \$ 29,282.70 | 5% |
| | DIVISION 05: METALS | \$ 2,500,000.00 | \$ 2,005,600.00 | | | | | | | | |
| | Contractor's Name | | \$ 150,000.00 | \$ 150,000.00 | \$ - | \$ - | \$ 150,000.00 | 100% | \$ - | \$ 7,500.00 | 5% |
| | SCO #001 - Buyout #002 - Additional Rebar | | \$ 55,600.00 | \$ - | \$ 55,600.00 | \$ - | \$ 55,600.00 | 100% | \$ - | \$ 2,780.00 | 5% |
| | Contractor's Name - CONTRACT SUM | | \$ 205,600.00 | \$ 150,000.00 | \$ 55,600.00 | \$ - | \$ 205,600.00 | 100% | \$ - | \$ 10,280.00 | 5% |
| | Contractor's Name | | \$ 1,800,000.00 | \$ 1,500,000.00 | \$ 250,653.00 | \$ - | \$ 1,750,653.00 | 97% | \$ 49,347.00 | \$ 87,532.65 | 5% |
| | Contractor's Name - CONTRACT SUM | | \$ 1,800,000.00 | \$ 1,500,000.00 | \$ 250,653.00 | \$ - | \$ 1,750,653.00 | 97% | \$ 49,347.00 | \$ 87,532.65 | 5% |
| | DIVISION 32: EXTERIOR IMPROVEMENTS | \$ 750,000.00 | \$ 775,436.00 | | | | | | | | |
| | Contractor's Name | | \$ 750,000.00 | \$ 300,000.00 | \$ 25,600.00 | \$ - | \$ 325,600.00 | 43% | \$ 424,400.00 | \$ 16,280.00 | 5% |
| | SCO #001 - AEA #004 - Owner Requested Plants | | \$ 25,436.00 | \$ 565.00 | \$ 18,000.00 | \$ - | \$ 18,565.00 | 73% | \$ 6,871.00 | \$ 928.25 | 5% |
| | Contractor's Name - CONTRACT SUM | | \$ 775,436.00 | \$ 300,565.00 | \$ 43,600.00 | \$ - | \$ 344,165.00 | 44% | \$ 431,271.00 | \$ 17,208.25 | 5% |
| | DIVISION 33: UTILITIES | \$ 800,000.00 | \$ 1,050,375.00 | | | | | | | | |
| | Contractor's Name | | \$ 800,000.00 | \$ 650,000.00 | \$ 26,250.00 | \$ - | \$ 676,250.00 | 85% | \$ 123,750.00 | \$ 33,812.50 | 5% |
| | SCO #001 - AEA #002 - Additional Crews | | \$ 155,000.00 | \$ - | \$ 135,000.00 | \$ - | \$ 135,000.00 | 87% | \$ 20,000.00 | \$ 6,750.00 | 5% |
| | SCO #002 - AEA #003 - Unforeseen Utilities | | \$ 95,375.00 | \$ - | \$ 65,300.00 | \$ - | \$ 65,300.00 | 68% | \$ 30,075.00 | \$ 3,265.00 | 5% |

| | | | | | | | | | | | | |
|--|---|-----------------|-----------------|-----------------|---------------|---------------|-----------------|----------------|-----------------|---------------|-------|--|
| | | | | | | | | | | | | |
| | Contractor's Name - CONTRACT SUM | \$ 1,050,375.00 | \$ 650,000.00 | \$ 228,550.00 | \$ - | \$ 876,550.00 | 03/20 | \$ 173,825.00 | \$ 43,827.50 | 5% | | |
| | WORK REMAINING TO PROCURE ORIGINAL BALANCE | \$ 800,000.00 | | | | | | \$ 800,000.00 | | | | |
| | Buyout #001 - Temporary Partitions | \$ (75,000.00) | | | | | | \$ (75,000.00) | | | | |
| | Buyout #012 - Additional Rebar | \$ (55,600.00) | | | | | | \$ (55,600.00) | | | | |
| | WORK REMAINING TO PROCURE REMAINING BALANCE | \$ 669,400.00 | | | | | | \$ 669,400.00 | | | | |
| | CONTRACT TOTAL | \$ 8,235,110.00 | \$ 8,235,110.00 | \$ 4,596,065.00 | \$ 857,057.00 | \$ - | \$ 5,453,122.00 | 66.22% | \$ 2,781,988.00 | \$ 272,656.10 | 5.00% | |

DRAFT AIA® Document A133™ – 2009

Exhibit F

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

«New Hidalgo County Courthouse »
« 100 N. Closner
Edinburg, TX 78539 »

THE OWNER:

(Name, legal status and address)

»The County of Hidalgo Texas, «
100 N. Closner
Edinburg, TX 78539 »
« »

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

«Morganti Texas, Inc.
10590 Westoffice Dr. Suite 150
Houston, TX 77459»« »
« »

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «» (\$ «»), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

« »

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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<< >>

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price (\$0.00) |
|-------|----------------|
| << >> | |

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

<< >>

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| << >> | | | |

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

<< >>

| Section | Title | Date | Pages |
|---------|-------|------|-------|
| << >> | | | |

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

<< >>

| Number | Title | Date |
|--------|-------|------|
| << >> | | |

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

<< >>

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

<< >>

<< >>

OWNER (Signature)

<The County of Hidalgo Texas >><> >>

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

<Morganti Texas, Inc. >><> >>

(Printed name and title)

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Exhibit G – Technology Platforms

The following technology platforms are intended to be used on the project by all members of the project team, including the CMAR.

1.1 BIM (Building Information Modeling) (Only if utilized by the ARCHITECT for this Project)

Should ARCHITECT choose to utilize BIM for this project, the following rules apply:

1. Software – Autodesk® Revit® Architecture building design software
2. At Programming Phase provide the Revit® Template that will be used with the project – provide detail for all custom families, associated fonts, etc.
3. BIM Submittals – Full model and backup at each phase (SD, DD, CD's and record documents)
4. Provide narrative documentation explaining the elements, templates, families, and any special conventions used – provide detail for any changes to the standard object visibility / graphics elements

1.2 Prolog Converge

Project Manager will implement Prolog Converge as the primary tool of the Project Management Control System (PMCS). The intent is to improve project work efforts by promoting timely and efficient communications and to reduce the number of paper documents. CONSTRUCTION MANAGER will be required to utilize Prolog Converge for the following document types:

- a) Requests for Information (RFIs)
- b) Submittals
- c) Transmittals
- d) Applications for Payment
- e) Field Reports
- f) Other document types as assigned by Project Manager

Project Manager will provide CONSTRUCTION MANAGER access to Prolog Converge at no cost.

1.2 Microsoft SharePoint

Project Manager will implement a Microsoft SharePoint environment as the primary document server as part of the PMCS. ARCHITECT will be required to upload and maintain documents within this environment, which will include the following document types:

- a) Meeting Minutes
- b) Photographs
- c) Drawings
- d) Supplemental Sketches
- e) Schedules
- f) Specifications
- g) Other document types as assigned by Project Manager

Project Manager will provide CONSTRUCTION MANAGER access to the Microsoft SharePoint environment at no cost.

1.2 BlueBeam Revu

To standardize the document review process, ARCHITECT and CONSTRUCTION MANAGER will be required to utilize BlueBeam Revu as the document design review platform for preparing and addressing all design review comments. CONSTRUCTION MANAGER will submit design review comments within the BlueBeam Revu platform.

CONSTRUCTION MANAGER will need to purchase licenses for the use of this commercial product.

Exhibit H - List of Pre-Construction Services

This list is intended to clarify the expectations for the pre-construction services phase of the Agreement, but is not meant to be all-inclusive or exhaustive.

- **Estimating**

Produce increasingly detailed estimates as appropriate for the level of design (with assumed quantities, target values, and materials specified) with qualifications and assumptions at the following milestones:

- 100% SD - Full Estimate
- 100% DD - Full Estimate and Possible Early package GMP
- 50% CD - Updated from 100% DD Estimate and Full GMP
- 100% CD - Full Estimate (not a Pre-Construction Service. This is CMAR's back-check against GMP; part of General Conditions)

- **Scheduling**

- Produce increasingly detailed schedules as appropriate for the level of design at the following milestones.:
- 100% SD
- 100% DD
- 50% CD
- 100% CD (not a Pre-Construction Service. This is CMAR's back-check against GMP; part of General Conditions)

- **Design Coordination**

- Assist in identification of existing site utilities
- Evaluate the following for cost, schedule, and constructability:
 - Building Massing Studies
 - Exterior Material Systems
 - Foundation Systems
 - Superstructure (Steel vs Concrete vs Hybrid)
 - MEPF Systems
 - Elevators & Escalators
- Document increasingly detailed constructability reviews appropriate for the level of design at the following milestones:
 - 100% SD
 - 100% DD
 - 50% CD
 - 100% CD (not a Pre-Construction Service. This is CMAR's back-check against GMP; part of General Conditions)
- Participate in user review meetings of progress sets of drawings at:
 - 100% DD

Exhibit H - List of Pre-Construction Services

- 50% CD
- 100% CD's
- Develop BIM requirements required of the CM and trade contractors
- Present and maintain value engineering (VE) log at 100% SD to determine possible added value or cost reduction items to be incorporated into the project.
- Setup exterior envelope meetings with owner, owners third party consultant, and project team at 100% SD, 100%DD, and final review before issued for bid
- Document and update status of long lead items at each development of drawings
- Engage the AE team to make sure that all constructability comments are incorporated into each evolving set of documents. Design revisions and updates are the responsibility of the design team based on reviews and acceptance of constructability comments
- Verify that all constructability comments and VE items are addressed and incorporated into the documents prior to issue for bid. Continue to track and ensure that 100% documents issued post GMP do not exceed the parameters established at GMP. Design revisions, inclusions or exclusions are the responsibility of the design team. CMAR will conduct a review for updates and revisions but are not responsible for design accuracy.
- Assist with courtroom mock-up as determined in coordination with design team. Pricing to be provided after mock-up drawings are issued. (Construction of mockup is a cost of work element not included in Pre-Construction Services.)
- **Site & Safety Planning**
 - Assist in the development of project limits for safety and site control
 - Evaluate and recommend egress pathways, within or from existing buildings
 - Develop site logistics plan for pedestrian safety, construction personnel, construction traffic, and emergency response
 - Develop hoisting plan and crane radius plan in relation to other structures and/or helipads if applicable
 - Develop emergency and hurricane response plans
 - Assess existing outside air intakes in relation to construction site if attaching to existing buildings or in close proximity to buildings
 - Establish safety and background check requirements with the project team for incorporation into the project manuals
- **Coordination of Third Party Vendors**
 - Assist in development of responsibility for low voltage systems
 - Assist in development of equipment responsibility matrix
 - Develop commissioning requirements and forms with owner's third party commissioning agent, in conjunction with the design team and based on commissioning requirements set forth in the construction documents.
- **Outreach and Development**
 - Market the project to the community
 - Develop HUB and SMWBE plans with the owner and community outreach
- **Trade Contractor Procurement**

Exhibit H - List of Pre-Construction Services

- Develop bid package strategy and gain buy-in from project team
- Investigate labor and material availabilities for proposed materials and report back to project team
- Advertise and conduct pre-proposal conferences for each bid package
- Develop grading matrices for best value evaluation
- Make recommendations based off grading matrix from received valid proposals
- Develop RFQ/P for design assist scopes and establish grading evaluation

Exhibit I

Prevailing Wages will be established at a later date pending an updated wage rate study.