

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

**PROFESSIONAL ARCHITECTURAL ANNUAL
SERVICES POOL**

RFQ No.: 2018-007-01-24RFV

against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

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

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

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

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

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

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail to rocio.villarreal@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 16, 2018 at 5:00 p.m.** Responses will be sent to all applicants by Thursday, January 18, 2018. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

TERM OF POOL: The pool term is for a period beginning **March 16, 2018 and ending March 15, 2019**, or upon completion of project(s) unless project specific for more than this time period.

DAVIS BACON ACT: All selected and awarded firms are required to include to the Davis-Bacon Act when advertising and developing project specifications when applicable.



AIA Document B133™ – 2014

FILED
 AT 2:00 O'CLOCK P. M.
 MAR 18 2019
 ARTURO GUAJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 DEPUTY

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 20th day of November in the year 2018.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
100 East Cano, 2nd Floor
Edinburg, Texas 78539
(956) 318-2600

and the Architect:

(Name, legal status, address and other information)

Rike-Ogden-Figueroa-Alex Architects, Inc., a Texas corporation
1007 Walnut Avenue
McAllen, Texas 78501
(956) 686-7771

for the following Project:

(Name, location and detailed description)

Design and Construction of Hidalgo County Services Facilities and Justice Center
1212 South 25th Street (East Side of Expressway 281)
Edinburg, Texas 78539
(956) 292-7000 Ext. 5600

The Construction Manager (if known):
(Name, legal status, address and other information)

The Owner and Architect agree as follows.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201™–2007, General Conditions of the Contract for Construction; A133™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

PO Box 2724
McAllen, TX 78502
(956) 585-3773

(While the Project Manager is sometimes referred to as a “construction manager”, the parties acknowledge the Project Manager is not the Construction Manager as such term is used in this Agreement.

The information in this Section 1.1.1.10 is for informational purposes only, and may be changed at the Owner’s discretion.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Michael E. Allex, AIA Principal and Vice President
Rike-Ogden-Figueroa-Allex Architects, Inc
1007 Walnut Avenue
McAllen, Texas 78503
(956) 686-7771

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:
TBD

.2 Mechanical Electrical and Plumbing Engineer:
TBD

.3 Civil Engineer:
Not applicable.