

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

3

CONSTRUCTION MANAGER SERVICES AGREEMENT

THIS AGREEMENT is made effective the 14TH day of APRIL, 2015, by and between the **County of Hidalgo, Texas** acting by and through the Hidalgo County Urban County Program ("County") and **LeFevre Engineering & Management Consulting, LLC** ("Construction Manager").

WITNESSETH:

WHEREAS, the County requires construction management services for the: "**Delta Area Connector/East Lateral**" located within Hidalgo County Precinct No. 1"; (the Project) and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for Construction Management Services, (attached hereto as Exhibit A); and

WHEREAS, from which Construction Manager has been selected from the "Pool" of pre-qualified Construction Manager from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of Construction Manager are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, County has selected the Construction Manager to provide construction management services within Hidalgo County Precinct No. 1, in accordance with Exhibit "A", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Construction Managers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Construction Manager do mutually agree as follows:

1. **Scope of Services.** Construction Manager agrees to provide to County, "construction management" for the "**Delta Area Connector/East Lateral**" located within Hidalgo County

Precinct No. 1 as shown in Exhibit "B" attached hereto, incorporated herein for all purposes and services to be provided by the Construction Manager. In the event the Construction Manager does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become **NULL and VOID**. If such Purchase Order becomes **NULL and VOID** and the the Scope of services is secured from another firm, Construction Manager will be responsible for any additional charges or expenses incurred by County.

Further, in the event that it is demonstrated by Construction Manager that County has caused or delayed thus preventing the Construction Manager from meeting the specified agreed upon deadline to provide the Scope of Services ordered, Construction Manager must provide a written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Term. This Contract is for the period of one (1) year, effective 4/15/15 and will expire 4/16/16 or unless sooner terminated as provided herein. The Construction Manager will not begin work or incur costs until authorized in writing by the County for each purchase order.

The County assumes no liability or obligation for payment to the Construction Manager for work performed or costs incurred by Construction Manager prior to the date authorized by the County for the Construction Manager to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. Non-Exclusive Services of Construction Manager. Hidalgo County reserves the right to request these services from other sources other than the Construction Manager and shall not be in violation of any terms or conditions of this Agreement.

4. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Construction Manager the amounts specified in Exhibit "B-1" attached hereto payable against written invoice submitted by Construction Manager stating hours worked and the tasks described on Exhibit B-1. The request for payment shall be made using forms acceptable to the County and shall show the total amount with hours by each category of individual as shown on Exhibit B-2 (attached hereto and incorporated herein) and the sub tasks

completed on Exhibit B-1 attached hereto earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Construction Manager agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Construction Manager shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a work order, the Construction Manager shall undertake and complete the authorized work. The County or the Construction Manager can request conferences to be provided at the Construction Manager's office, the office of the County or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Construction Manager, or a subcontractor, the Construction Manager shall provide and require its subcontractor, if any, to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Construction Manager unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors

made by the Construction Manager, the County shall require the Construction Manager to correct the work at no cost to the County and without amendment to this agreement. If the changes are made at the request of the County and are not due to errors of the Construction Manager, the County will reimburse the Construction Manager for the additional work at the same rate of pay established in Exhibit "B-2". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Construction Manager shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Construction Manager or furnished to the Construction Manager by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Construction Manager may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Construction Manager must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Construction Manager under this Contract. Notwithstanding the foregoing sentence, Construction Manager represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof,

and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Construction Manager agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party .All earned fees of Construction Manager for work satisfactorily performed by Construction Manager shall be paid in accordance with the hours worked by Construction Manager at the hourly rates described in Exhibit B-2 up to including the date of termination.

12. Insurance. Construction Manager agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Construction Manager, may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Construction Manager fails to deliver quality service, fails

to achieve the defined goals, outcomes, strategies and outputs set by County, or if Construction Manager fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Construction Manager.

Construction Manager shall receive payment of the documented hours spent working on the Project at hourly rates stated in Exhibit B-2.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Construction Manager, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Construction Manager should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Construction Manager shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Construction Manager's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's

fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Construction Manager: LeFevre Engineering & Management Consulting, LLC
Richard LeFevre, PE/President
612 Nolana Avenue, Suite 520
McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

23. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

24. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural

whenever and as often as may be appropriate.

25. Authority. The execution and performance of this Contract by County and Construction Manager have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Construction Manager in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Construction Manager**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

27. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP

By: Stephen L. Crain
Stephen L. Crain

CONSTRUCTION MANAGER:
LeFEVRE ENGINEERING & MANAGEMENT
CONSULTING, LLC

By: Wesley Richard LeFevre
Printed Name: WESLEY RICHARD LEFEVRE
Title: PRESIDENT

Approved by Commissioners' Court
on 7/24/12

ATTACHEMENTS:

- | | |
|--------------------|---|
| EXHIBIT A | -Request for Qualifications |
| EXHIBIT B | -Scope of Services to be provided by the Owner |
| EXHIBIT B-1 | -Task Description |
| EXHIBIT B-2 | -Hourly Rates of Construction Manager |
| EXHIBIT C | -Certificate of Insurance (Hidalgo County) |

**URBAN COUNTY
PROGRAM**
**Hidalgo County Commissioners' Court
Agenda Request Form**

No. 33166
Carlos Jasso

Date: July 5, 2012 Meeting Date Request: July 24, 2012
Deadline for Action: July 24, 2012 Contact Person: Diana R. Serna
Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291
Diana R. Serna, UCP Director 

Caption:


a.) Approval of a resolution for designation of authorized bonded signatories for the Texas General Land Office (GLO) formally known as "TDRA", Texas Community Development Block Grant Funds (TxCDBG) for the following grant:

2012 Texas General Land Office GLO#12-406-000-6453/ DRS210068

b.) Authorize Hidalgo County Judge to sign any and all documents regarding Round 2.1 funds.

Background:

This Resolution is required by the Texas General Land Office for the funding authorized for Hidalgo County Round 2.1 grant. The Resolution designates certain authorized bonded signatories for the DRS\GLO Grant- The Texas General Land Office-Texas Community Development Block Grant Program.

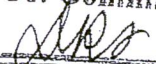
Deputy Director:  Finance: FMM

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____

Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

APPROVED Co. Comm. Ct.
DATE 7.24.12 

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

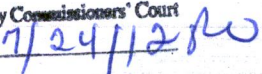
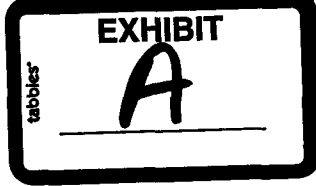
Approved by Commissioners' Court
on 7/24/12 

EXHIBIT “A”



PURCHASING DEPARTMENT
County Of Hidalgo

January 20, 2015

Participant's name
Address
City
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **“Construction Management Services Pool-Hidalgo County”**
(Including all funding sources, programs, and entities)
RFQ No: 2015-008-02-04-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ms

Enclosures



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY

"Construction Management Services Pool"

(Including all funding sources, programs, and entities)

RFQ No: 2015-008-02-04-MSS

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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	13
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

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



REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Construction Management Services Pool”

RFQ NO: 2015-008-02-04-MSS

Acceptance Due Date: February 4, 2015

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

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4865
moises.salazar@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (including all funding sources, programs, and entities) Construction Management Services Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. One (1) original, three (3) copies of all qualifications and eight (8) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFQ - 2015-008-02-04-MSS-"HIDALGO COUNTY (including all funding sources, programs, and entities) Construction Management Services Pool", and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, February 4, 2015.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
8. County reserves the right to accept or reject any or all qualifications.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful respondent
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract number (if any)
 - d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management Services Pool**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
 Postal/Mailing 2812 S. Business Hwy. 281
 Edinburg, Texas 78539
 (956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	February 4, 2015
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY APPROVED HOLIDAYS

2015 YEAR	
New Year's Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/25/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus' Day	10/12/15
Veteran's Day	11/11/15
Thanks Giving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15
New Year's Eve	12/31/15

17. ~~BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.
- **NOTICE:**
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

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

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

“Construction Management Services Pool”

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
New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Firm:

Address:

By:

Printed Name:

Title:

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

**CONSTRUCTION MANAGEMENT
SERVICES POOL**

RFQ No.: 2015-008-02-04-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified firms/individuals in order to establish a pre-qualified Construction Management Services Pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool will be for a period starting from March 16, 2015 through March 15, 2016. The Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of "Construction Management Services Pool-Hidalgo County" (including all funding sources, Programs, and Entities)-Request For Qualifications as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, February 4, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTAL/DELIVERY:

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

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

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ number 2015-008-02-04-MSS, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

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

Physical Address:

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

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

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

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

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

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

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

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

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

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

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 28, 2015 at 5:00 p.m.** Responses will be sent to all applicants by Friday, January 30, 2015. **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 term of the pool will be for a period of one (1) year or upon completion of project(s) unless project specific for more than one year.

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

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ. The participating firm(s) may include copies of their current Professional Liability Insurance. (Refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The selected professional Construction Manager will act as County's advocate and represent the County in managing the construction process including: pre-construction phases, contract administration, inspection, quality control, document control, schedule, cost management and project close out phases. The County of Hidalgo is seeking to contract with competent Contract Management firm(s), registered to practice in the State of Texas, which has had experience in, but not limited to, the following areas:

- General Design and Construction
- Preconstruction Services
- Pre-Design and Design Phases Services
- Procurement Phase Services
- Federal, State and County-funded construction projects
- Construction Phase Services
- Projects located in this general region of the state
- Close Out Phase Services

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

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED EDUCATION/EXPERIENCE SUBMITTAL:

This section will contain the assigned Construction Managers' course work, and/or degrees/diplomas earned from an accredited university/college etc. in the United States specifically pertaining to Construction Management and/or Construction Science. Hidalgo County will accept Construction Management experience in lieu of education. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work.

SCOPE OF SERVICES:

Construction Manager (CM) is to serve as the Construction Project Management representative for Hidalgo County and to oversight of the construction process, from pre-construction through project close-out, utilizing full-time representation on site.

CM, as Hidalgo County's Representative, will be authorized to issue and receive notices, correspondence and other communications, to meet with contracting parties and to in general represent the interests of Hidalgo County.

A. PROJECT APPROACH:

CM will represent Hidalgo County in the completion of the pre-construction process, oversee construction of projects and oversee the project close-out process. This representation will be conducted by a full time representative on site and will commence with the development of a Construction / Project Management Plan specifically tailored for the project.

- **Construction/project management plan development**

CM will work with Hidalgo County representatives to develop a Construction/Project Management Plan, which shall define and document all project requirements in narrative form. This document will serve to outline the scope of work of each of the team members and the plans and strategies for fulfilling those requirements.

During the development of the Project Management Plan, CM will develop a Master Schedule incorporating any current schedules developed by Hidalgo County and/or project architects/engineers. Once finalized and approved by Hidalgo County representatives, the schedule will serve as the road map for construction, FF&E procurement and project close-out activities. Once the contractor has been selected, the Master Schedule will be updated to reflect major activities included in the more detailed construction schedule.

- **Master Project Budget Development**

In addition to developing the Master Schedule, CM will propose to develop a Master Project Budget, which will include all existing budgets prepared by Hidalgo County and/or project architects/engineers. This Project Budget will be utilized to track costs for all components of the project including, but not limited to: design fees, construction costs, FF&E costs, etc. CM will also perform a detailed analysis of the construction budget to better understand the anticipated costs, which will enable the County to be prepared for the bidding / buyout process.

- **Basic Components of Project Management Plan**

In addition to the Master Schedule and Project Budget, the following basic components of The Project Management Plan will be included but not limited in the plan and updated throughout the course of the project:

- Bid Packaging/Contracting Strategy
- Construction Management
- FF&E Procurement, Handling and Installation
- Facility Startup
- Project Closeout

B. PRE-CONSTRUCTION PHASE

- **General Duties:**

- **Site Investigations**

Prior to design, the CM will learn the about of the conditions at the site. This would include but not limited to the following:

- Existing conditions assessment – (review existing in the field)
- Site investigations: Need for fill clearing and/or grubbing
- Access to the site
- Amount of lay down area available
- Utility availability and routes into site
- Constraints (railroad locations, adjacent schools, noise, etc...)
- Note surface conditions
- CM will obtain all available existing plots and plans of the areas to obtain Information that will include:

- Size of the Site
- Existing structures
- Existing roads and rights-of- away
- Easements

- **Site Visit**

- Visiting the site is critical to a successful project and therefore program. Verifying existing conditions to ensure no hidden or differing site conditions exist will help to minimize costly changes in the future. CM will investigate the area and conditions around the site that could affect the work. During the site the following will be investigated but not limited to the following:

Traffic studies for getting deliveries to the site

Utilities (Gas, water, electric, telephone, sewer, storm drain, etc...)

Neighborhoods affected (Who, What, When , and How we can affect the area)

- **Design:**

It is understood the design documents will be completed by project architects/engineers and are to be approved by Hidalgo County Commissioners' Court. CM is to assist the Project Team in finalizing and obtaining all required permits from the regulatory agencies, which includes all state, county, and local approvals. CM will develop a project management plan. The plan will consist of the following.

- Cost estimating
- Cost budgeting
- Cost control.

- **Contractor Bid Solicitation and Selection**

CM will work in conjunction with Hidalgo County and project architects/engineers to order to solicit, review and select the contractor. This will include assistance in the development of the bid packages, conducting any required pre-bid meetings, review of bid documents/proposals and the selection of the proposed contractor.

- **Bid and Award**

CM is to be involved with the bidding and award process including assistance in the preparation, issuance and execution of the various construction related contracts.

- **Pre-Construction Conference**

Once a contractor has been selected, CM will organize and conduct a pre-construction conference. The agenda will cover site organization, communications, correspondence, submittals, meetings, requisitions, change orders and schedule. This conference will include all project stakeholders including Hidalgo County representatives, architects/engineers (including their design consultants) and the contractor. A positive, pre-construction kick-off conference between all project stakeholders greatly increases the success of the project.

- **Permits and Insurance**

CM will confirm that all applicable permits have been applied for and issued and verify that insurance certificates have been filed as required prior to initiation of the work. In addition, CM will issue the Notice of Award and Notice to Proceed on behalf of Hidalgo County.

C. CONSTRUCTION PHASE

- **General Duties**

CM will operate as the Hidalgo County Representative in overseeing the day to day construction activities of all prime construction contracts to Hidalgo County. CM shall work to ensure all consultants and construction firms, as well as any third party CMs, required for the project fulfill their responsibilities to Hidalgo County.

- **Construction Administration Procedures**

CM will establish and maintain construction administration procedures. All communications between various members of the Project Team and the contractor(s) will be through the County's Contract Manager. These procedures will be detailed in the Project Management Plan.

- **Field Reports**

Construction Manager will ensure the contractor prepares a daily log of all project activity to include:

- Weather
- Contractor(s) manpower
- Contractor(s) equipment
- Material/equipment deliveries
- General description of work performed and location
- Issues and areas of concern or critical to job progress

- **Monthly Progress Reports**

Each month, CM will prepare a monthly report outlining the activities of the preceding month. The initial development of the report will occur in conjunction with Hidalgo County to ensure all required information is included. At a minimum, project will include the following information required by Hidalgo County:

- Updated program information
- Updated project information
- Updated budget information
- Updated schedule information
- Progress photos

- **Progress Photo's:**

Construction Manager will take and maintain a progress photo catalog on behalf of Hidalgo County. Each month, a disk of progress photos will be included in the Monthly Progress report. At the completion of the project, all photos will be transferred to Hidalgo County via the county's preferred method (i.e. disk, external hard drive, etc.).

- **Project Progress Meetings**

CM will organize, conduct, and document progress meetings involving the project architect/engineers, the contractor's principal personnel, and as required, Hidalgo County. Included in these meetings will be topics covering schedule, budget, quality control, submittals/shop drawings, etc.

- **Schedule Review**

CM will establish the documented procedure for tracking the construction schedule and all updates. It is anticipated that the contractor will provide weekly updates to the schedule during the project progress meetings; however, we also understand there will be a need to participate in stand-alone scheduling meetings. In addition to the weekly update schedules, CM will require the contractor to provide look-ahead schedules in order to ascertain activities that need Hidalgo County and/or architect/engineer involvement. These procedures will be included in the Project Procedures Manual and will tie closely with the Master Schedule.

- **Change Order Review**

CM will establish the documented procedure for initiating, negotiating, recommending approval to County and tracking contract change orders. These procedures will be included in the Project Procedures Manual and will tie closely with the Project Budget. In addition, CM will incorporate cost and schedule impact from change orders into the project cost reports and the project construction schedule.

- **Quality Control**

CM will monitor the terms of the contract with the General Contractor and expect project architect/engineer will monitor contractor compliance with the Construction Documents and the quality level expected for the project. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. CM will work with architects to assist in monitoring the quality of the work being performed and ensure the contractor maintains the quality expected as well provide any corrective action required for any identified deficiencies. In addition to the contractor, CM will monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing, on-site testing, etc. CM will develop monitoring and tracking procedures to be followed by all testing inspection consultants and will require results be provided on a weekly, or daily if needed, basis. Project architects and their consultants will be involved as required and any deficiencies will be corrected under the direction of the contractor with oversight by project architect, their consultants and/or CM.

- **Safety and Health**

CM will ensure that an accident-free and comfortable work environment is observed by eliminating recognized hazards from the workplace. CM health and safety program, and specific individual programs, have been developed to assure compliance with federal, state, and local regulations with particular emphasis on the Occupational Health and Safety Rules and Regulations that apply to our operations.

- **Submittal / Shop Drawing Control**

CM will work with project architects to establish a submittal / shop drawings process and tracking spreadsheet, which will then be monitored each week. The process will ensure both the contractor and project architects (and their consultants if required) are following the contractual timelines for submission and review of submittals / shop drawings as well as track when the equipment, materials, etc. are to arrive on site. CM will act as an intermediary between the design consultants and the contractor when required to ensure the project proceeds as required for the schedule. The most common culprit to delaying the submittal / shop drawing process is the contractor's lack of a proper review before submission; therefore, CM will work with the contractor to ensure the proper review occurs and develop plans for rectifying any re-occurring review issues.

- **Payment Application Review**

CM will develop a two-step process for the review and approval of the contractor payment applications:

- **Step One** - During the final week of each month, CM will conduct a payment application review meeting to include architects and the contractors for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.

- **Step Two** – A second meeting will be held with the contractor to review the corrected payment application. If acceptable, CM will recommend approval to the project architects and Hidalgo County. If changes need to occur, CM will work with the contractor to get all changes made as soon as possible for acceptance.

- **Record Drawings**

CM will monitor the preparation of record drawings by the contractor(s) during the course of the work. Those dedicated marked-up construction drawings and specifications will be received at the completion of construction and transmitted to Hidalgo County.

- **Substantial Completion/Final Completion**

CM will manage the issue of certificates of substantial completion to all prime contracts, and the process of closing out contracts financially and with respect to all requirements of the contract drawings and specifications.

D. PROJECT CLOSE-OUT PHASE

Close-out Procedures

CM will coordinate all project closeout procedures. When the work is completed, all documents will be organized and transmitted to Hidalgo County, including record drawings, Operations & Maintenance data, warranties and guarantees and lien waivers.

- **Occupancy Permits**

CM will monitor the final inspections by the applicable regulatory agencies and coordinate the required occupancy permits.

- **Operations & Maintenance Manuals and Training**

CM will receive and log for transmittal to the Hidalgo County all required Operations and Maintenance data.

- **Warranties/Guarantees**

CM will work with project architects and contractors to ensure receipt of and then assemble for transmittal to Hidalgo County all applicable warranties and guarantees.

- **Final Report**

CM will prepare a final project report inclusive of all close-out documentation, progress photos, etc.

- **Final Payment**

CM, with input from project architects, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims or liens. Once CM, together with the architect, is satisfied that all contractual obligations have been complied with, CM will recommend approval and submit to Hidalgo County the final pay request.

Additionally, Statements of Qualifications should include, but not limited to the following information:

- 1) Firm name, address, phone number and person to contact regarding the Statement of Qualifications.
- 2) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
 - Copies of any related, diplomas/degrees, and/or achievements acquired by professional management staff.
 - Construction Management Services.
 - List of projects performed for Counties, Municipal Entities, State within the last five years.
 - General list of construction projects within the past year.
 - List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
 - Ability to commence services immediately after successfully negotiating a contract for services.
 - Familiarity with the geographical area.
 - Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

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

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form." The evaluation system consists of a 100-point system.

1. Professional Qualifications

(25)

The firm should provide copies of assigned Construction Managers' course work, and/or degrees/diplomas from accredited university/college in the United States specifically pertaining to Construction Management and/or Construction Science. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work. Experience in Construction Management performed for Federal, State, County, City, School Districts, etc. projects will be accepted in lieu of education.

2. Experience of Project Team/Ability to Commit Resources

(25)

In addition to the Construction Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. Response shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied Construction Management experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

3. Experience/Availability of Construction Manager

(20)

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be registered to do business in the State of Texas; the Construction manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project

(20)

The statement of qualifications shall include the following:

- 1) Demonstrate an understanding of the scope of services
- 2) Address appropriate Federal/State/Local regulations and policies
- 3) Identify information to be gathered or obtained.

Responsiveness to RFQ:

- * Response is Clear
- * Response is Well Organized
- * Easy to Evaluate
- * Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations

(10)

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

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Construction Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Management Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official or User Department in need of Construction Management Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.
2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

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

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

**EVALUATION FORM
EXHIBIT "B"
CONSTRUCTION MANAGEMENT SERVICES
RFQ No. 2015-008-02-04-MSS**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. PROFESSIONAL QUALIFICATIONS (25 pts. max.) <ul style="list-style-type: none"> ➤ Meets educational background in Construction Management and/or Construction Science i.e.: <ul style="list-style-type: none"> ○ Bachelors Degree or ○ Associates Degree with 4 years experience in varied Construction Management to meet educational requirement ○ 8 years experience with Federal, County, City, School Districts, etc. in varied Construction Management to meet educational requirement, etc. 	15	
<ul style="list-style-type: none"> ➤ Meets additional minimum required experience of 5 years in providing the services of Construction Management and/or Construction Science to Federal, County, City, School Districts, etc. 	10	
Comments/Rationale For Points:		Total:
2. EXPERIENCE OF PROJECT FIRM / ABILITY TO COMMIT RESOURCES (25 pts. max.) <ul style="list-style-type: none"> ➤ Designate management structure with Resumes of the key technical staff members in an appendix form 	5	
<ul style="list-style-type: none"> ➤ Identifying the project composition, project leadership, reporting responsibilities 	10	
<ul style="list-style-type: none"> ➤ Technical staff member with Federal, State, County, City, School District projects experience. 	10	
Comments/Rationale For Points:		Total:
3. EXPERIENCE / AVAILABILITY OF CONSTRUCTION MANAGER (20 pts. max.) <ul style="list-style-type: none"> ➤ The Construction Manager must have adequate experience in similar nature and scope 	5	
<ul style="list-style-type: none"> ➤ Must be a Professional Construction Management registered in the State of Texas and must be included in Appendix 	5	
<ul style="list-style-type: none"> ➤ Construction Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project 	10	
Comments/Rationale For Points:		Total:
4. UNDERSTANDING OF PROJECT (20 pts. max.) <ul style="list-style-type: none"> ➤ Demonstrate an understanding of the scope of services 	5	
<ul style="list-style-type: none"> ➤ Knowledge and experience working with multiple entities, Federal, State, Counties, Cities, School Districts, etc. Ability to address appropriate Federal/ State/ Local Government regulations and policies. 	5	

**EVALUATION FORM
EXHIBIT "B"
CONSTRUCTION MANAGEMENT SERVICES
RFQ No. 2015-008-02-04-MSS**

➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➤ RFQ responsiveness, Response is clear, well organized, easy to evaluate, and appropriate to this RFQ	5	
Comments/Rationale For Points:		Total:
5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS: (10 pts. max.)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL:
TOTAL SCORE:		

EVALUATION INFORMATION:

Project No.: _____

Project Name: _____

Department: _____

Firm/Participant: _____

Name of Evaluator: _____

Evaluator Signature: _____

Date: _____

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of Insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of Insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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 OTHER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONF PROT				PERSONAL AND ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP OP	\$
					AGG	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY EA ACCIDENT	\$
C	GARAGE LIABILITY				OTHER THAN AUTO ONLY	EA ACC AGG \$
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	\$
	EXCESS LIABILITY				AGGREGATE	\$
D	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS: <input type="checkbox"/> OTHER TORY LIMITS	\$
OTHER					E L EACH ACCIDENT	\$
					E L DISEASE EA EMPLOYEE	\$
					E L DISEASE POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

**PROPOSER'S AFFIDAVIT
Exhibit "E"**

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

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

Signature/Title: _____

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

Notary Public

My commission expires: _____, 20____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

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.

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

Social security number								
or								
Employer identification number								

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. person (including a U.S. resident alien).

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

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.

U.S. person. 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.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 recipient 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:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- 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 (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

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 social security card. 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 I of the form.

Sole proprietor. Enter your individual name as shown on your social security card 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). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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 From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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 recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 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 recipients 1 through 5
Payments over \$800 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

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

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 5045(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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov/online/ss-5.pdf. 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 ID Numbers under Related Topics. 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. Writing "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 recipients, see *Exempt From Backup Withholding* 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 ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
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

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

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

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

⁴ List first and circle the name of the legal 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.)

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, and the District of Columbia 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.

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2015-008-02-04-MSS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms may be considered non responsive.

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

- Page 9 of Legal Notice
- Exhibit "C" - Acknowledgement forms (pages 3 and 4)
- Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt.
- Exhibit "E" - Proposers Affidavit
- Vendor Bidder Application and IRS form W-9
- Certification Regarding Debarment
- One (1) Original, three (3) Copies, and eight (8) CD's containing a complete copy of Response.

Signature

Date



Statement of Qualifications

RFQ No.: 2015-008-02-04-MSS

**"Hidalgo County (including all funding
sources, programs, and entities)
Construction Management Services
Pool"**

February 4, 2015



February 4, 2015

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

Re: Request for Qualifications-RFQ NO: 2015-008-02-04-MSS
"Hidalgo County (including all funding sources, programs, and entities) Construction Management Services Pool"

Dear Ms. Salazar:

LeFevre Engineering & Management Consulting (LEMC) is pleased to submit our Statement of Qualifications for the Hidalgo County advertised Request for Qualifications. LEMC's existing knowledge of Hidalgo County construction management requirements allows LEMC to tailor project solutions that will contain the key elements to ensure the success of your projects.

LEMC is a local multidisciplinary engineering and management firm with our main office located in Hidalgo County, McAllen, Texas. LEMC is licensed by the Texas Board of Professional Engineers (TBPE F-11722) and is currently providing construction management and inspection services for **Hidalgo County** and municipalities and school districts located in the Rio Grande Valley and South Texas.

The president and principal contact for the proposed projects will be **Mr. Richard LeFevre, PE**.

We appreciate your consideration regarding this proposal and we express great interest in providing the construction management services for Hidalgo County as described on the Request for Qualifications. Please call if you have any questions or desire additional information.

Respectfully yours,



Richard LeFevre, PE
President

Enclosure: LEMC Statement of Qualifications: One (1) Original, Three (3) Copies, and eight (8) CD's

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Section 1

SECTION 1

LeFevre Engineering & Management Consulting, LLC (LEMC) is a multi-disciplinary firm qualified to provide the following services for Hidalgo County:



LEMC's main and only office is located at **612 Nolana, Suite 520, McAllen, Hidalgo County, Texas**, at the Water Tower Suites.

Our clients will have access to the same LEMC staff at nearly all hours of the day if needed. LEMC clients have access to the principal, engineers, and other support staff and cell phone



numbers will be provided. Hidalgo County staff will have access to the same staff throughout the entire project as we have no turnover unlike larger firms. We will be available for unexpected meetings or construction concerns as you will find when speaking to our references. Because of the size of our firm, our availability, and our ability to multi-task, we take pride in being at our client's side when we are needed.

LEMC was established in 2007 and is located in McAllen, Texas. LEMC is a registered engineering firm licensed to practice in the State of Texas by the Texas Board of Professional Engineers under the firm number F-11722. The TBPE Certificate issued to LEMC can be found in Section 7.12.

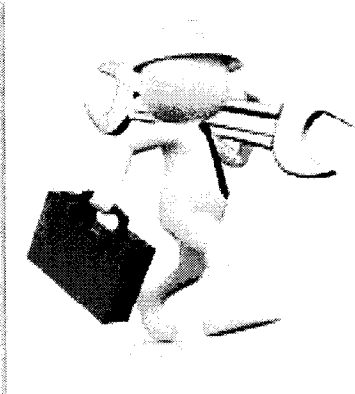
LEMC is a **Limited Liability Corporation** owned and operated by Mr. Wesley Richard LeFevre, BS, MS, PE, who is the principal/CEO of the firm.

A copy of the Certificate of Insurance for professional liability, general liability, worker's compensation, and required vehicle insurance can be found in Section 7.11 of this proposal and LEMC currently provides all insurance required by the County and as per Insurance Requirement Acknowledgement found in Section 7.2 of this proposal.

Carrier: Fidelity Benefits & Insurance Services, LLLP
Policy No: 5970X620
Agent: Robert Shimanek, III, 9385 Miller Lane, San Antonio, TX 78266
Office: (512) 507-0776

1.2 PERSONNEL

LEMC is currently staffed with three (3) project engineers, one (1) project manager/designer, and one (1) full time inspector, and construction administrative assistant.



The principal contact for all work associated with the County will be **Mr. Richard LeFevre, BS, MS, PE**. *Mr. LeFevre is authorized by the Texas Board of Professional Engineers to practice in Environmental Engineering and Civil Engineering License No. 102200.* Mr. LeFevre has extensive experience in federal, state, and local requirements for funding applications, design, environmental assessments, permits, project management, construction phase engineering, and project inspection and has successfully managed water and wastewater infrastructure projects, street & drainage projects, capital improvements plans, master plans, rate studies, subdivision reviews, and expert testimony of behalf of municipalities for infrastructure projects for municipalities in the Valley for the past fourteen (14) years. Mr. LeFevre will serve as the primary point of contact for contractual negotiations, development of scope, and preliminary cost estimates and planning.

Mr. Emigdio "Milo" Salinas, PE will perform as the project engineer. *Mr. Salinas is licensed to practice civil engineering by the Texas Board of Professional Engineers License No. 107703.* He has design and project management experience in street paving design and construction, water distribution and water treatment, wastewater collection and treatment, land development, master plans, capital improvement plans, subdivision reviews, construction phase engineering and project inspection. Mr. Salinas has contributed on various publically funded projects in the Valley with past firms and LEMC. Mr. Salinas has contributed to projects throughout the Valley for the

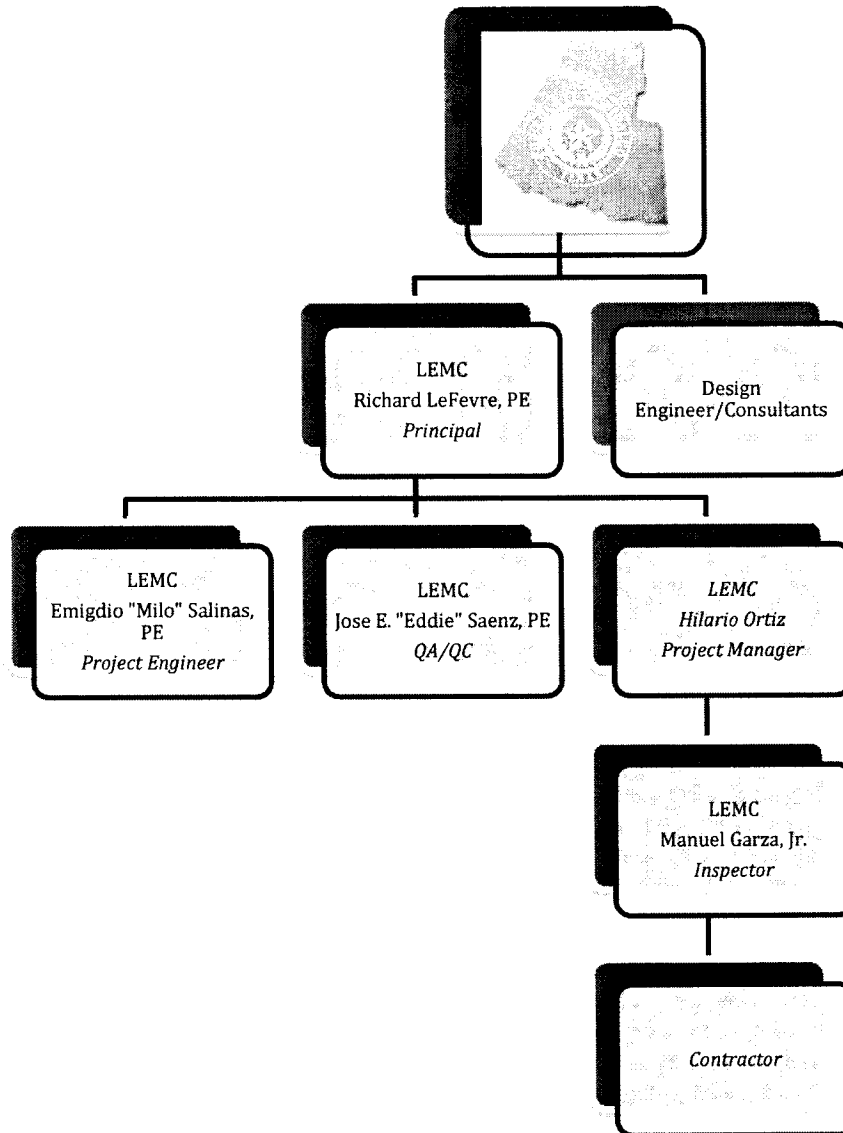
past eight (8) years. Mr. Salinas will serve as project engineer and development of the preliminary design, final design, and engineer of record for all construction phase services.

Mr. Jose E. "Eddie" Saenz, PE will perform as the Quality Assurance/Quality Control for all design and will provide management services needed for all County projects. *Mr. Saenz is licensed to practice civil engineering by the Texas Board of Professional Engineers License No. 62553.* Mr. Saenz possesses over 32 years of experience providing engineering design consultation services for cities, counties, and other governmental entities, and has a vast expertise with public policy initiatives that have helped develop infrastructure for South Texas. Mr. Saenz is aware of the interests, concerns and limitations faced by governmental agencies, as he has served the Cities of Edinburg and Pharr as its City Engineer. He has overseen multiple public projects in Hidalgo County and the Rio Grande Valley.

Mr. Hilario Ortiz, Jr. will perform as the project coordinator and designer. Mr. Ortiz has experience in all aspects of project design, coordination, and construction administration. Mr. Ortiz has more than nineteen (19) years experience working on public infrastructure projects. He has been a team member of design groups designing master planned communities in Georgetown, Mission, Donna and Brownsville, Texas. Mr. Ortiz will serve as the project designer and project manager for the project and oversees all conceptual drawings and final drawings. Mr. Ortiz will serve as direct contact for oversight of inspection services.



1.3 ORGANIZATIONAL CHART



1.4 AFFIRMATIVE ACTION – SMWBE REQUIREMENTS

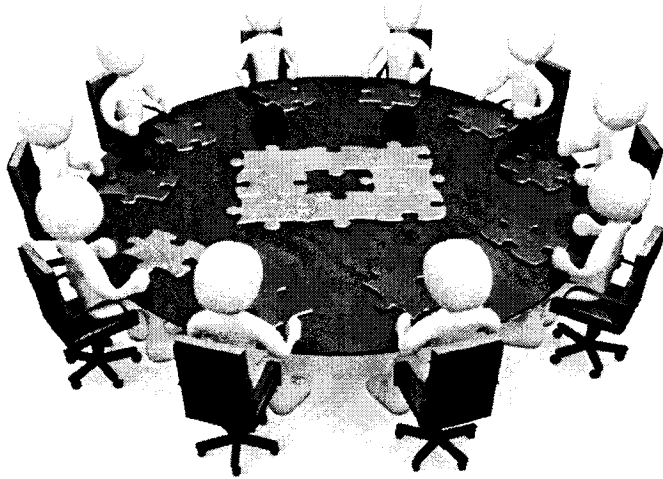
LeFevre Engineering & Management Consulting, LLC is a registered **Historically Underutilized Business (HUB)** by the State of Texas Historically Underutilized Business Certification and a **Disadvantaged Business Enterprise (DBE)** under the Texas Department of Transportation Compliance Program. A copy of the certifications can be found in Section 7.13 and 7.14 of this proposal. It is the policy of the company to promote affirmative action and to provide equal opportunity to all employees and applicants for employment; and to administer all terms, conditions, and privileges of employment in a manner which does not discriminate on the basis of race, color, creed, ancestry, national origin, sex, age, marital status, liability for service in the armed forces of the United States, or because of physical or mental handicap in regard to any position for which the employee or applicant is qualified.

Section 2

SECTION 2

2.1 EXPERIENCE OF PROJECT TEAM

LEMC has developed a unique expertise and knowledge with public entities, such as Hidalgo County, with relation to planning, design, and project management utilizing local, state, and federal funding programs unmatched by many engineering firms in the Rio Grande Valley. LEMC has managed and designed County projects utilizing funding programs such as the Border Colonia Access Program (BCAP) through Texas Department of Transportation (TxDOT), Texas Parks and Wildlife (TPWD), Texas Water Development Board (TWDB), Texas General Land Office (GLO), US Department of Housing & Urban Development (HUD), Texas Department of Rural Affairs (TDRA) now the Texas Department of Agriculture (TDA), US Department of Agriculture (USDA) and other state, local, and federal programs.



LEMC's governmental experience transcends the line between planning, design, and construction with various projects in public works to include, wastewater and water infrastructure, roadway design, drainage, parking, environmental assessments, environmental permitting, and general construction.

Below are projects specifically related to the experience necessary which LEMC has provided or is providing design services and project management.

**CITY OF ALTON 2012-2014 TWDB CLEAN WATER STATE
REVOLVING FUND PROJECT**

LEMC submitted the Tier III application and completed the design for this \$9.6M Improvement Project. LEMC provided the construction phase management for the project and the project was completed on time and within budget. The project consisted of a 21" wastewater line upgrade to an existing trunk line beneath Main Ave. LEMC analyzed the project schedule,

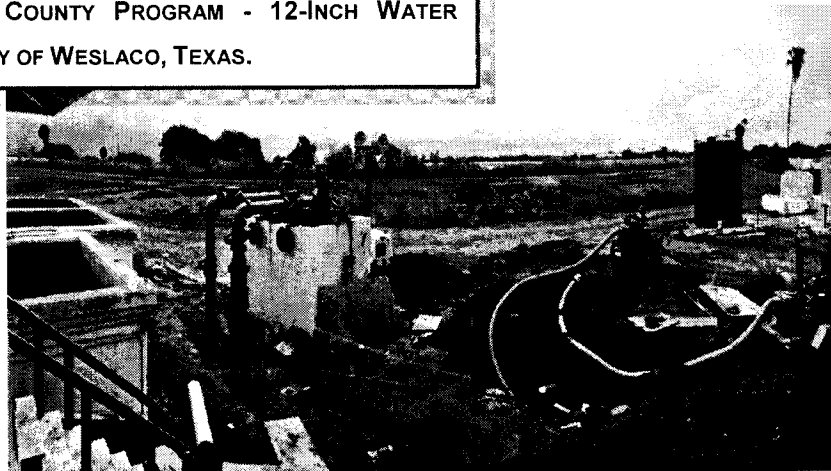


coordinated with TxDOT with repaving, insured the contractor was on schedule, reviewed pay applications, and all change orders. Project Budget: \$9.6M

Contact: Mr. Jorge Arcaute, City Manager, City of Alton

**HIDALGO COUNTY URBAN COUNTY PROGRAM - 12-INCH WATER
RECYCLE LINE PROJECT, CITY OF WESLACO, TEXAS.**

LEMC provided construction phase management and inspection for the construction of a 12-inch DR-18 PVC Water Recycle Line. The design included connecting a basin for



backwash water produced by the newly constructed Water Treatment Plant to the existing reservoir. The 12-inch water recycle line also included a bore underneath the main irrigation canal and approximately 400 linear feet of DR-18 PVC, valves, dissipaters, and release aprons. LEMC provided coordination with the City of Weslaco and their contractor while the construction of the \$48M Water Treatment Plant. Construction for the plant was ongoing and LEMC insured that the contractor could construct the infrastructure simultaneously during the construction. The project budget was \$350K.

Contact: Mr. Mardoqueo Hinojosa, PE, City Engineer, City of Weslaco

BROOKS ISD BOND IMPROVEMENTS, FALFURRIAS, TEXAS



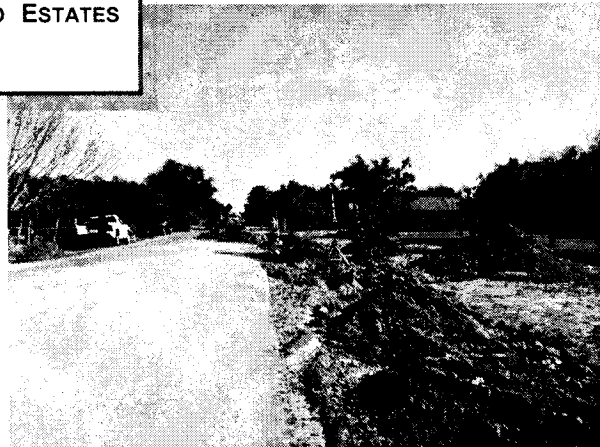
LEMC is providing construction phase services associated with the construction of a new Jr. High School, Lassater Primary Elementary, and New Elementary School – LEMC was responsible for Drainage, Utilities, Parking, Roads, Site Work, Grading, and Project Construction Management. Coordination was required with the

school district and the contractor as use of the existing facilities for different age groups while the construction of the new schools were in progress. LEMC also coordinated demolition with contractor prior to construction of the new buildings

Contact: Mr. Roel Garza, Brooks County ISD School Board

**HIDALGO COUNTY URBAN COUNTY PROGRAM –
HILLCREST TERRACE AND RANCHO BLANCO ESTATES
PROJECT, HIDALGO COUNTY, TEXAS**

LEMC designed sewer mains, collectors, service connections, and laterals for Hillcrest Terrace and Rancho Blanco Estates as part of an effort by Precinct No. 4 Commissioner Joseph Palacios. The project consisted of connecting two colonias through Urban County Funding to the City of Edinburg sewer system. LEMC

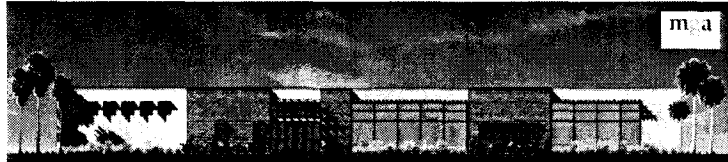


coordinated with Urban County, TCEQ, City of Edinburg, TxDOT, and County officials for the design and construction of the project. **Contact: Tony Barco, Director, Hidalgo County Urban County Program**

PRECINCT 4 – SUNFLOWER PARK AND COMMUNITY RESOURCE CENTER

LEMC provided civil engineering support for design for a community resource center located in Precinct No. 4. The community

resource center will function as a public area for nearby residents to have access to a centralized meeting area. Tasks included management of contractor site grading, site work, water and wastewater design, parking and drainage. LEMC is providing construction phase services for the construction of a public park on the same property. The park will provide walking trails, play grounds for children, an open theatre, soccer field, and a small water park.



Project Estimate: \$500K

Contact: Commissioner Joseph Palacios, County Commissioner, Precinct No. 4, Hidalgo County, Texas

HIDALGO COUNTY URBAN COUNTY PROGRAM – OLD LA BLANCA ROAD PROJECT, HIDALGO COUNTY, TEXAS



LEMC completed design, topographic survey, construction engineering, and inspection for Old La Blanca Road. The design included new construction approximately 3,600 linear feet in length and 24 feet in width. The project included improving the drainage ditches along the road and providing positive drainage for a dilapidated road. Project Cost: \$320K

Contact: Commissioner A.C. Cuellar, County Commissioner, Precinct No. 1, Hidalgo

Other current projects include:

Project	Client
City of Weslaco North Water Treatment Plant – Engineer/3 rd Party oversight – construction management/oversight – LEMC is providing inspection services and construction oversight for the rehabilitation and installation of a new water treatment plant for the City of Weslaco.	City of Weslaco
Texas Department of Public Safety Substation - Starr County – Included the civil design of all drainage, roads, parking lots, sewer and water utilities, and site work for the newly constructed building.	State of Texas
City Planner	City of Primera
2012 Radium Removal System – Construction management, construction phase engineering, and inspection for the construction of a radium removal system in La Pryor, Texas. This is the first of its kind in the state of Texas.	Zavala County Water Improvements District No.1
City of Alton Fire Station – Site work design, drainage, sewer and water utilities design, parking lot and road design. LEMC is providing inspection and construction oversight of project	City of Alton
Lift Station No. 36 – Rehabilitation Project – LEMC provided design, construction management, and inspection services for the rehabilitation of a 1.4 MGD lift station located in Weslaco, Texas	City of Weslaco

Contact Information for all above projects is located below

Contact	Address	Phone
Mr. Jorge Arcaute	City of Alton 509 South Alton Blvd. Alton, Texas 78573	956-432-0760
Commissioner Joseph Palacios	Hidalgo County Pct. No. 4 Doolittle Rd Endinburg, Texas 78539	956-383-3112
Commissioner A.C. Cuellar, Jr.	Hidalgo County Pct. No 1 1902 Joe Stephens Ave. Weslaco, TX 78596	956-968-8733
Mardoqueo Hinojosa, PE	City of Weslaco 255 S. Kansas Ave Weslaco, TX 78596	956-447-3401
Mr. Roel Garza	Brooks County ISD 200 E. Allen Falfurrias, Texas 78355	361-455-2906
Mrs. Jill Kimball	Zavala County WCID No. 1 470 W Edith St La Pryor, TX 78872	830-365-4119

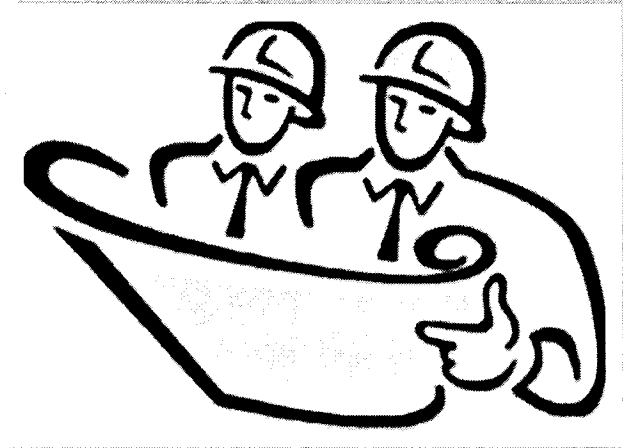
LEMC's current workload is at a 60% capacity. LEMC therefore has the capacity and the key personnel to fulfill the construction management service requirements for Hidalgo County and is available to commence upon the selection.

Section 3

SECTION 3

3.1 METHODOLOGY

LEMC's familiarity with County requirements for projects allows for projects completed on time and within budget. Because a majority of our project managers are licensed professional engineers, we have the knowledge associated with project schedules, payment application requirements, change orders, project status meetings, reports, and other documentation needed to keep the



County informed and up to date with the construction of the project. Our Project Managers, being engineers, provide a “third level” of watch over the contractor.

LEMC will assist the County with construction management utilizing the following steps to insure project success:

Task 1 – Study and Report Phase

1. Meet with County staff to review the project requirement and gather all pertinent data.
2. Perform reconnaissance of project area and gather physical data.
3. Assist and insure that consultants contact all appropriate state, federal and local agencies for permit process, time schedule and construction requirements.
4. Assist with funding applications for project.
5. Assist and develop a plan of action for implementation and construction of the proposed project.

Task 2 – Preliminary Phase

1. Meet with County personnel and relevant parties to gather information and coordinate project.
2. Assist with development of preliminary construction plans/profile of project.
3. Assist with reviewing preliminary engineering plans and profiles to County and other affected entities for preliminary approval of proposed improvements.
4. Assist with development of the cost estimates to County.

Task 3 – Design Phase

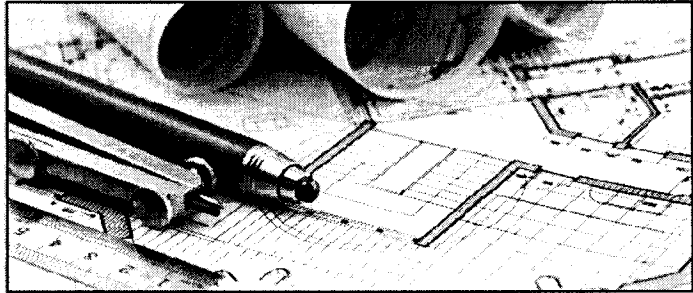
1. Review/Assist engineer/architect with detailed specifications and contract drawings for construction.
2. Assist engineer/architect with preparing detailed cost estimates and proposals, which will include bid items and quantities based on unit price system of bidding.

Task 4 – Bidding/Negotiating Phase

1. Assist the County in the advertisement of project for bids.
2. Assist the County in the opening and tabulation of bids.
3. Assist the County with the bids and award recommendations for the construction contract.
4. Assist in the preparation and implementation of formal Contract Documents.

Task 5 – Construction

1. Provide periodic construction supervision or full-time inspection.
2. Conduct periodic status meetings with contractor, subcontractors, and other parties involved with construction
3. Provide assistance and coordinate with shop drawings/submittals to the County ad Engineer/Architect for approval
4. Assist with the submittals for permits and other documents required for construction.
5. Provide County with Field Reports and Photos
6. Provide updates to County Judge and Commissioners regarding status of construction
7. Insure contractor is adhering to all federal and state safety requirements.
8. Insure that Record Drawings are submitted to County for approval.
9. Insure that contractors and consultants adhere to ADA requirements of the project and construction
10. Assist with change orders due to unexpected conditions encountered.
11. Assist with monthly estimates of work performed by Contractor.
12. Assist with pay requests.
13. Assist with final project close-out.



As shown above, LEMC's methodology of preliminary planning, project estimates, construction management services, project inspection, and project closeout can be proven by its ability to provide a "planning to construction" service for its clients.

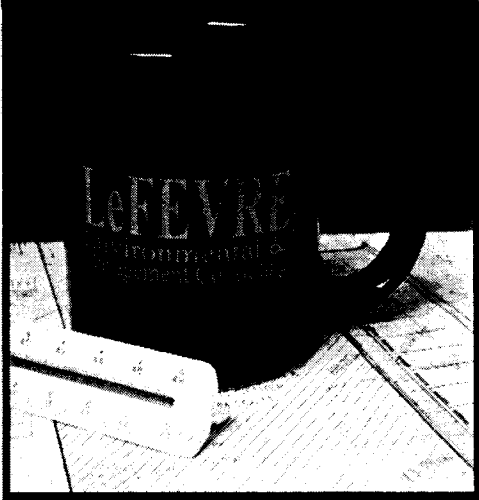
LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, L.P.A.
Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.1EMC
Fax. 956.687.5363

Section 4

SECTION 4

4.1 UNDERSTANDING OF PROJECT



LEMC has the talent of a proven management staff with the ability to multi-task and keep projects on time and within budget. Our firm also has the ability to provide project management, planning, assist with permitting, and construction phase services thus providing the "planning to construction" availability of services.

Services to be provided by LEMC to the Hidalgo County include:

Social, Economic, Environmental Studies
Easements and ROW Maps
Utility Adjustments
Pre-Design
Roadway Design
Drainage Reports
Drainage Design
Solid Waste
Plans and Specifications
Bid Preparation

Construction Management
Assist with Design for Alterations/Renovations
Needs Assessments
ADA Compliance
Cost Estimating
Pavement
Water and Waste Retention/Disposal
Project Development
Facility Analysis & Master Planning
Parking Design
Asbestos Abatement

SECTION 5

5.1 FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

LEMC possesses the required knowledge of preliminary planning, funding management, design, environmental, project management, and construction phase services for the County, municipalities and other public utilities throughout South Texas for the past six (6) years. As indicated in previous sections, LEMC has designed parking lots, municipal and county roads, drainage, environmental assessments, water and wastewater utilities, municipal planning and annexations, subdivisions, public buildings, and other aspects of engineering for public projects.

LEMC is knowledgeable in design requirements by Texas Department of Transportation (TxDOT), Texas Department of Agriculture (TDA), Texas General Land Office (GLO), Army Corp of Engineers, Texas Commission on Environmental Quality (TCEQ), US Environmental Protection Agency (EPA), Texas Water Development Board (TWDB), Texas Railroad Commission (TRC), Federal Highway Administration, Texas Department of Housing and Community Affairs (TDHCA), US Department of Housing and Urban Development (HUD), and other county, state, and federal laws with regards to engineering design.

LEMC is knowledgeable in

- ⇒ TCEQ and EPA Clean Water
- ⇒ Texas Pollutant Discharge Elimination System (MS4)
- ⇒ Manual on Uniform Traffic Control Devices
- ⇒ Texas Department of Transportation Design Requirements
- ⇒ Hidalgo County Model Subdivision Rules
- ⇒ Hidalgo County Traffic Requirements

LEMC as provided in previous sections, has the past experience and sufficient knowledge of governmental regulations, codes, guidelines, professional standards and policies required by Hidalgo County for engineering services.

Section 6

SECTION 6

6.1 RESUMES

Please find the enclosed resumes for:

- ⇒ Mr. Richard LeFevre, BS, MS, P.E., President/Principal
- ⇒ Mr. Jose E. "Eddie" Saenz, P.E., QA/QC
- ⇒ Mr. Emigdio "Milo" Salinas, P.E., Project Engineer
- ⇒ Mr. Hilario Ortiz, Jr., Project Manager/Designer

WESLEY RICHARD LEFEVRE, BS, MS, PE
PRINCIPAL/PROJECT ENGINEER

Mr. LeFevre has extensive experience in design and project management of public and private infrastructure projects. Mr. LeFevre has successfully designed and managed projects for municipalities in the South Texas and the Rio Grande Valley for the past 14 years. Mr. LeFevre is licensed to practice in civil and environmental engineering fields in the State of Texas.

EXPERIENCE

Present

LeFevre Engineering & Management Consulting.
Responsible for supervision of day-to-day activities, project control, coordination and scheduling during all phases of engineering and surveying projects.

2006 – 2010

Guzman & Munoz Engineering and Surveying, Inc., - McAllen, TX. - Served as Project Engineer and Principal for the McAllen office, specializing in Civil and Environmental aspects of all projects.

2004 – 2006

Turner Collie & Braden Inc. – Pharr, TX. Served as Environmental Specialist and Project Manager for regional offices in South Texas for Texas Water Development Board-Economically Distressed Areas Program (TWDB-EDAP), Border Environment Cooperation Commission (BECC), and North American Development Bank (NADBank) projects.

2001 – 2004

Texas Engineering Extension Service-Texas A&M University Frank M. Tejada Center for Excellence in Environmental Operations – Mercedes, TX. Coordinated and provided outreach, technical assistance and technical and professional education at the local level to improve the delivery of water, wastewater, solid waste and other environmental systems to residents. Conducted on-site assessments of utility management and operation, and analyzed the results of assessments performed by others. Used the results of these assessments to design tailored assistance mechanisms.

2001

Environmental Investigator Texas Commission on Environmental Quality (TCEQ). Knowledge in Texas Administrative Codes and Code of Federal Regulations associated with compliance in industrial hazardous waste, wastewater, water, petroleum storage tanks, and municipal solid waste. Performed routine work in the fields of waste pollution. Conducted routine investigations, surveyed and performed follow-up inspections, prepared technical reports, made recommendations regarding findings and drafted correspondence. Prepared technical papers on studies concerning environmental subjects. Assisted in collection and analyzing environmental samples. Provided technical assistance to the public, regulated community, and other interested groups regarding the application of appropriate regulations.



Project Role:

Principal/Project Engineer

Education:

Bachelors of Science, 1993
Hardin-Simmons University

Masters of Science, 2000
Texas A&M University at Corpus Christi

Registrations/Certifications:

Professional Engineer, Texas,
No. 102200

Texas Teaching Certificate:

Licensed in Secondary Science

Professional Affiliations:

American Society Civil Engineers,
Texas Society of Professional Engineers

Years of Experience:

14

JOSE E. "EDDIE" SAENZ, BS, PE
QUALITY ASSURANCE/QUALITY CONTROL

Mr. Saenz possesses over 32 years of experience providing engineering consultation services to city, county and governmental entities, and has a vast expertise with public policy initiatives that have helped develop infrastructure for South Texas. Mr. Saenz is well aware of the interests, concerns and limitations faced by municipalities, as he has served the Cities of Edinburg and Pharr as its City Engineer. He has overseen dozens of municipal projects and has been involved in EDAP, TWDB, EDA, EPA, BECC and NADBANC projects among others.

EXPERIENCE

Present

LeFevre Engineering & Management Consulting, McAllen, Texas.
Responsible for ensuring a quality product is provided through an efficient design that will meet the needs of the client. Responsible for maintaining proper documentation and communication throughout the project.

1995 - 2014

J.E. Saenz & Associates, Inc. Edinburg, Texas
As owner of a full service engineering firm, Mr. Saenz oversaw the day to day activities of over 50 personnel to provide planning, surveying, design, construction management and ROW acquisition services for numerous governmental agencies throughout the Rio Grande Valley. Various projects consisted of effluent lines, water mains, major gravity lines, water tower and regional lift station designs. A notable project consisted of the study, design and construction management of an approximate \$40M sewer line upgrades and regional lift station improvements for the City of Pharr which required the coordination of funding sources from NADBANC, EPA, TWDB, BECC and the City.

1990 - 1995

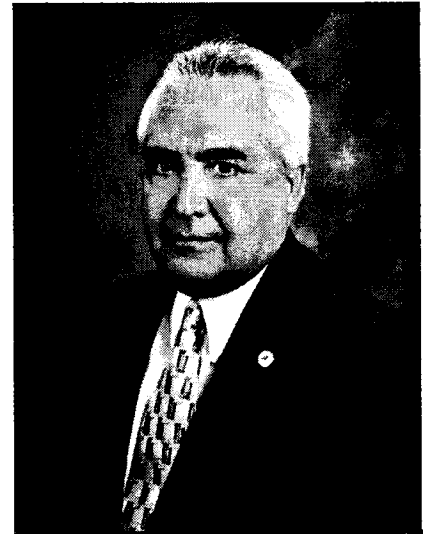
S.A. Garza Engineers, Inc. – Edinburg/Laredo, Texas;
As branch manager, Mr. Saenz was responsible for ensuring that projects were properly designed on-time and within budget. Mr. Saenz assisted in one of the first TWDB funded projects called the Faysville Colonia Project.

1985 - 1990

Baker/Aicklen & Associates, Inc. - Austin, Texas;
As project manager, Mr. Saenz was responsible for various utility, roadway and development projects. Designed and managed projects for several cities and numerous private clients. Served on the City of Austin Water and Wastewater Commission which was responsible for a budget of over \$100,000,000.

1983 - 1985

Texas Department of Transportation - Pharr, Texas;
As a graduate engineer, helped design numerous roadways in Hidalgo and Starr County.



Project Role:

QA/QC

Education:

Bachelors of Science, 1982
University of Texas at Austin

Registrations/Certifications:

TxDOT Local Government Project
Procedures Qualified

Professional Affiliations:

Civil Engineer
Professional Engineer, Texas No. 62553

Affiliations:

South Texas Health Systems –
Chairman
UT Chancellor's Executive
Committee
UT Longhorn Foundation

Years of Experience:

32

EMIGDIO "MILO" SALINAS, PE
PROJECT ENGINEER

Mr. Salinas has 8 years of experience in sewer, water, drainage and street design. He has designed and construction managed industrial, residential, commercial and municipal projects in various areas in Texas. Mr. Salinas is bilingual in English and Spanish.

EXPERIENCE

2011 – Present

LeFevre Environmental & Management Consulting.
Responsible for design and construction management for water and wastewater municipal infrastructure. Responsible for planning, coordinating, designing and managing construction for municipal, industrial, land development and residential projects.

2009 – 2011

Guzman and Munoz Engineering and Surveying, Inc.
Provide design and construction management for water and wastewater municipal infrastructures. Responsible for pay request, change orders, project status reports, inspections, construction testing, project status meetings, interacting with client and contractors. Project Engineer/Inspector for Zavala County WCID#1 Wastewater Improvements Project, which includes the infrastructure of a wastewater collections system and wastewater treatment plant for the City of La Pryor.

2007 – 2009

Half Associates, Inc., McAllen, TX
Provided design for land development that included commercial, industrial and residential sites. Experience with water and wastewater developments with residential, industrial, commercial and treatment facilities. Designing of drawings which included the design of water, sanitary sewer, drainage, paving & dimensional control, grading and erosion control. Programs used included Microstation V8 and Geopak. Engineering calculations included sizing water and wastewater developments, drainage pipes, flumes, drainage ditches or canals, hydraulic calculations, earthwork calculations, drainage statements, probable construction cost, paving sections (with Geotech Reports) and other engineering procedures.

2006 – 2007

Fugro McClelland Marine Geosciences, Houston, TX
Developed analysis for foundations on offshore platforms. Developed preliminary and final reports and provided boring logs and pile design working with a company owned program STRENGTH. In took charge of the drilling vessel with another engineer throughout drilling operations of boreholes and soil testing. Testing included shear strengths, moistures, densities and unit weights. Carried out data process and communication with the Houston office while keeping logs of operations. Professional interaction with clients throughout the duration of the job aboard the vessel was a priority. Some of the clients that we worked with are some of the top companies in the petroleum industry such as EXXON, SHELL, BP, PETROBRAS, PEMEX and CHEVRON.



Project Role:

Project Engineer

Education:

BS, Civil Engineer,
Texas A&M University – Kingsville,
Tx 2006

Registrations/Certifications:

Professional Engineer, Texas, No. 107703

Professional Affiliations:

2004 – Present

Member of ASCE (American Society
of Civil Engineers)

2005 – 2006

Member of CEHS

(Civil Engineering Honors Society)

Years of Experience:

8

HILARIO ORTIZ, JR.
PROJECT MANAGER

Mr. Ortiz has 19 years experience in drafting, designing and managing projects throughout Texas and North Mexico. He has assisted in land development and site work engineering for a number of institutional, office, industrial, residential, and commercial sites in various areas of civil engineering.

EXPERIENCE

2010 – Present

LeFevre Environmental & Management Consulting, McAllen, Texas. As office manager, plans, coordinates, and supervises the work of paraprofessional, sub-consultants, and professional engineering staff engaged in construction administration, engineering studies, surveying, and similar engineering projects.

2008 – 2010

Guzman and Munoz Engineering and Surveying, Inc. Harlingen, Texas

Under the direction of the engineer, I plan, coordinate, and supervise the work of paraprofessional and professional engineering staff engaged in construction administration, municipal engineering studies, surveying, roadway or flood control design, and similar engineering projects.

2003 – 2007

AGH Engineering and Surveying - Brownsville, Texas; Operations Manager

Under the direction of the engineer. Planned, coordinated, and supervised the work of paraprofessional and professional engineering staff engaged in construction administration, municipal engineering studies, surveying, residential/commercial development and similar engineering projects.

2000 – 2003

Half Associates Inc. - Mc Allen, Texas; Project Coordinator

Prepared and supervised the preparation of survey maps and sketches from field notes, maps, and records; prepared plans, profiles, and cross-sections, using AutoCad and Microstation; prepared change orders and as-built plans; for a variety of land development projects throughout the Rio Grande Valley and northern Mexico.

1998 – 2000

Brockette Davis Drake Consultants - Dallas, Texas; Senior Engineering Technician. Prepared and supervised the preparation of survey maps and sketches from field notes, maps, and records; prepared plans, profiles, and cross-sections, using AutoCad; prepared change orders and as-built plans; for a variety of land development projects in the Dallas Metroplex.



Project Role:

Project Manager

Education:

A.A.S. Drafting and Design
Technology, Texas State Technical
College-Harlingen, 1995

Registrations/Certifications:

TxDOT Local Government Project
Procedures Qualified

Professional Affiliations:

-

Years of Experience:

19

Section 7

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

“Construction Management Services Pool”

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
New Administration Building
Edinburg, Texas 78539

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


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

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

Respectfully submitted,

Firm: LeFevre Engineering & Management Consulting, LLC

Address: 612 Nolana, Suite 520

By: 

Printed Name: Wesley Richard LeFevre

Title: President

Insurance Requirement Acknowledgment

I, Wesley Richard LeFevre, authorized representative for LeFevre Engineering & Management Consulting, LLC,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ 1,000,000.00

Automobile Liability: \$ 1,000,000.00 General Liability: \$ 1,000,000.00

- have already been met, see attached copy of insurance certificate.



Authorized Representative

February 4, 2015

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Wesley Richard LeFevre, possess all of the APPLICABLE:

1. Licenses: Lefevre Engineering & Management Consulting, Wesley LeFevre, Emigdio Salinas, Jose. E. Saenz
2. Bonds: Insurance - Professional Liability, General Liability and Auto
3. Certificates: HUB Certification, DBE Certification
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.



Authorized Signature

February 4, 2015

Date

LeFevre Engineering & Management Consulting, LLC
Company

612 Nolana, Suite 520

Address

McAllen, Texas 78504

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

LeFevre Engineering & Management Consulting, LLC

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

 Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

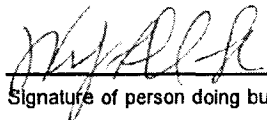
 Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

 Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

 WESLEY RICHARDS LEFEVRE
Signature of person doing business with the governmental entity

January 28, 2015

Date

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2015 02581688

Instrument Number: 2015-2581688

Recorded On: January 28, 2015

As
Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

** Examined and Charged as Follows: **

Recording	26.00
Total Recording:	26.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-2581688
Receipt Number: 1495830
Recorded Date/Time: January 28, 2015 10:45A

Record and Return To:

LEFEVRE ENGINEERING AND MANAGEMENT
RETURN TO CUSTOMER(ERIC CANTU)
TX

User / Station: M Cantu - Cash Station 03



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

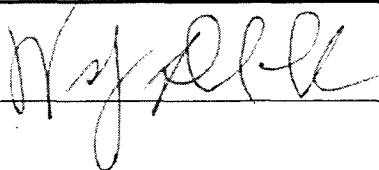
EXHIBIT "E"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Wesley Richard LeFevre, being first duly sworn, deposes that:

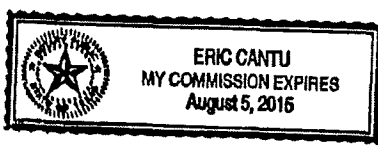
- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential 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 proposed 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:  President

Subscribed and sworn to before me this January day of 29, 2015

Notary Public 

My commission expires: August 5th, 2015.



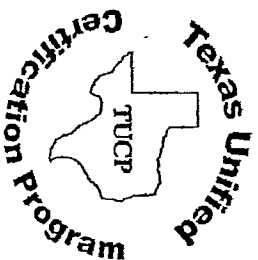
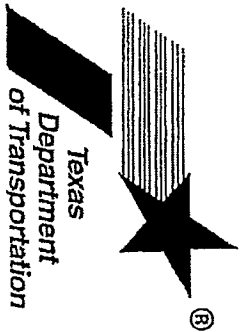
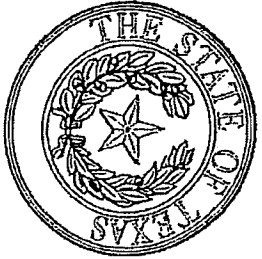
**HIDALGO COUNTY
PURCHASING DEPARTMENT**

Proposer/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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: LeFevre Engineering		Telephone No. (956) 687-5362
dba Name: LeFevre Engineering & Management Consulting, LLC		
Legal Name:		
Mailing Address: 612 Nolana, Suite 520		Fax No. (956) 687-5363
Physical Address: 612 Nolana, Suite 520		
City, State, Zip McAllen, Texas, 78504		Tax I.D. No. 20-8133671
Remit to Address :		City, State, Zip
E-Mail Address: richard@lefevregroup.net		
Representative(s) Name(s) & Title(s) Wesley Richard LeFevre, President		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify		
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. 20-8133671		
State of Incorporation: Texas		Date: January 2013 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 checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Wesley Richard LeFevre, President		
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 checked="" 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 checked="" type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Indicate Certification No.(s): 1208133671600		or are Certificate(s) attached?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What type of product(s) is/are solicited by your company?: Construction Management Services		
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.: _____		

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)



Disadvantaged Business Enterprise Program


This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

LEFEVRE ENGINEERING AND MANAGEMENT CONSULTING, LLC. (VN 25675)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.gov

December 19, 2014
Date issued



Ron Wilson, Director
Office of Civil Rights

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 Texas Comptroller of Public Accounts

Indicate Certification No(s): 1208133671600 or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

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 <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

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 reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance 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 (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1208133671600
File/Vendor Number: 480174
Approval Date: 08-NOV-2013
Scheduled Expiration Date: 08-NOV-2017

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

LEFEVRE ENGINEERING & MANAGEMENT

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 08-NOV-2013, 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.

Paul A. Gibson

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 09/12

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Wesley Richard LeFevre	
	Business name/disregarded entity name, if different from above LeFevre Engineering & Management Consulting, LLC	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Exempt payee	
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) 5	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 612 Nolana, Ste. 520		Requester's name and address (optional)
City, state, and ZIP code McAllen, Texas 78504		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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								

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

Employer identification number									
2	0	-	8	1	3	3	6	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶ February 4, 2015
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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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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 a percentage 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.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

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 I 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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "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/disregarded entity name" line.

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/disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
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

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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 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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

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

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

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

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

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

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

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

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

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
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

Privacy Act Notice

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

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature: 

Print Name: Wesley Richard LeFevre

Title: President

Telephone Number: 956-687-5362

Date: February 4, 2015

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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2015-008-02-04-MSS

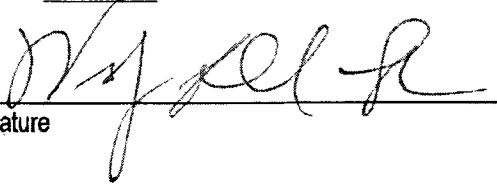
RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms may be considered non responsive.

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

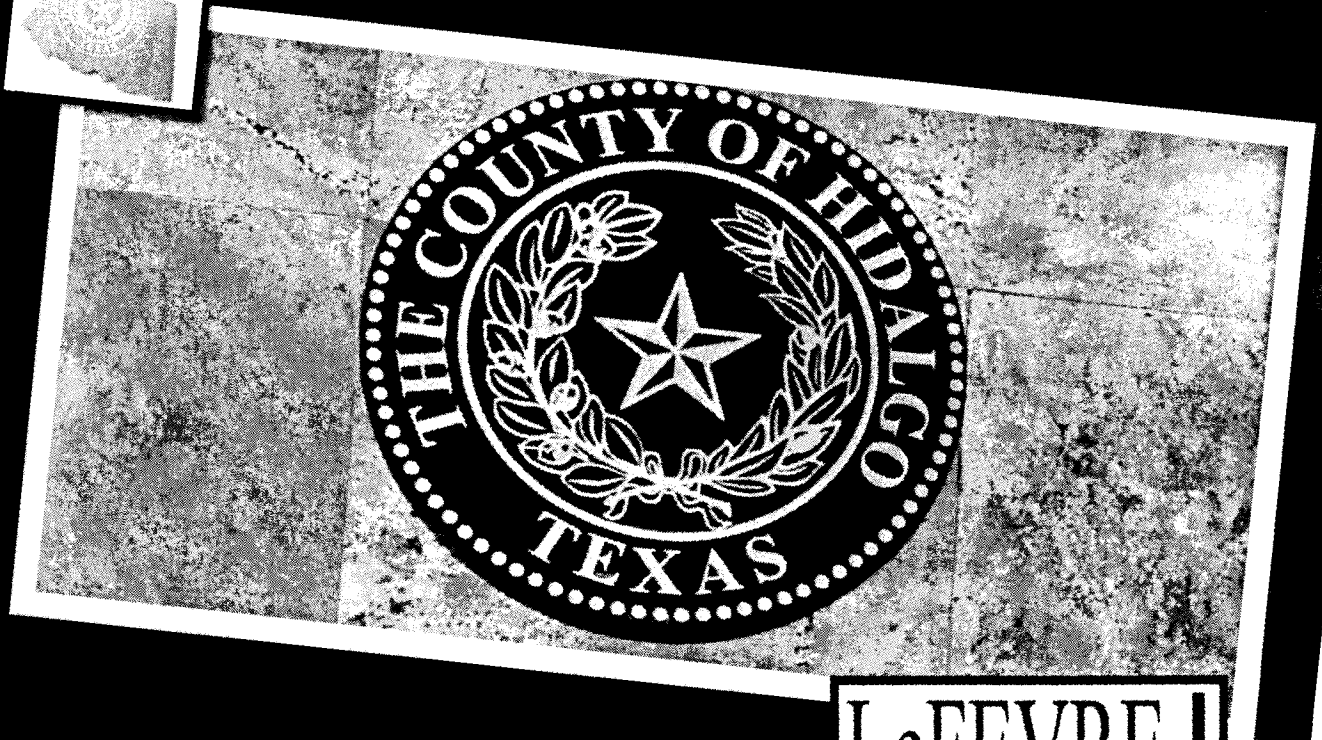
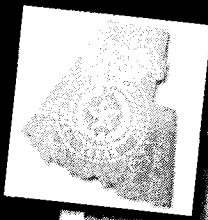
- Page 9 of Legal Notice
- Exhibit "C" - Acknowledgement forms (pages 3 and 4)
- Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt.
- Exhibit "E" - Proposers Affidavit
- Vendor Bidder Application and IRS form W-9
- Certification Regarding Debarment
- One (1) Original, three (3) Copies, and eight (8) CD's containing a complete copy of Response.

Signature



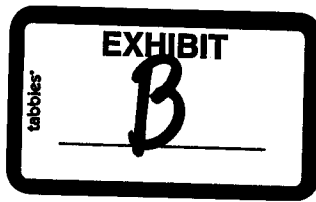
Date

2/4/15



LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

EXHIBIT “B”



SCOPE OF SERVICES

Construction Manager shall provide the services detailed herein below. These services will be subject at all times to the County's ultimate and final direction and control. Specifically, the Construction Manager will:

Observation, Management, & Coordination of County Forces for Construction of the Delta Area Connector/East Lateral

1. Prepare and conduct a preconstruction meeting with all stakeholders to establish responsibilities and guidelines for all entities involved in the project.
2. Develop project objectives by reviewing project proposals and plans; conferring with the County and Project Engineer.
3. Determine project responsibilities by identifying project phases and elements; assigning personnel to phases and elements of the construction.
4. Work with Project Engineer and Owner to determine project specifications by reviewing project design, customer requirements, and performance standards.
5. Determine project schedule by studying project plan and specifications; calculating time requirements in coordination with project engineer and HDDNo.1 personnel.
6. Maintains project schedule by monitoring project progress; coordinating activities; resolving problems that may occur in project construction.
7. Control project plan by reviewing design, specifications, and plan and schedule changes; recommending actions to Owner and/or Project Engineer
8. Prepares construction project status reports by collecting, analyzing, and summarizing information and trends and recommending actions to Owner and Project Engineer.
9. Ensure compliance with federal, state, county and local regulations.
10. Maintain competent supervisory staff to coordinate and provide general direction of the work and progress of the contractors on the project.
11. Observe the work as it is being performed for general conformance with working drawings and specifications.
12. Establish procedures for coordinating among the public, owner, engineer, and contractors with respect to all aspects of the project.
13. Implement such procedures; maintaining job site records and making appropriate progress reports to owner on a weekly basis.
14. Oversight of County forces and personnel performing construction activities for the aforementioned project.
15. Provide construction staking to establish lines, slopes, grades, and centerlines.
16. Insure delivery of materials to off-site areas of storage and oversight of County resources used for delivery.
17. Implement labor policy in conformance with the requirements of the public owner and other State and Federal requirements for project.

18. Make recommendations for and processing requests for changes in the work and maintaining records of change orders.
19. Schedule and conduct job meetings to ensure orderly progress of the work.
20. Develop and monitor a project progress schedule.
21. Provide periodic status reports to owner, or project engineer
22. Establish and maintain a cost control system and conducting meetings to review costs.
23. Submission of Certified Payroll on a weekly basis to the Owner.
24. Submit Urban County Monthly Employment Utilization Reports to Owner.
25. Submit Section 3 Monthly Reports.
26. Submit Payroll Deductions for Employees (if any)
27. Submit photos with status reports.
28. Maintain As-Builts through the Project.
29. Conduct weekly meetings with all stakeholders to discuss progress via conference call.
30. Conduct a monthly meeting with all stakeholders in person to discuss project progress.
31. Coordination of Material Testing for the proposed project.
32. Stormwater Pollution Control Plan and management.
33. Traffic Control monitoring.
34. Dewater and Bypass plan management.

General Oversight of General Contractor & Coordination with Project Engineer on Public Bid Portion of the Delta Area Connector/East Lateral.

1. Prepare and assist in conducting a preconstruction meeting with all stakeholders to establish responsibilities and guidelines for all entities involved.
2. Develop project objectives by reviewing project proposals and plans; conferring with the County and Project Engineer.
3. Determine project responsibilities by identifying project phases and elements; assigning personnel to phases and elements of the construction.
4. Work with Project Engineer, Owner and Contractor(s) to determine project specifications by studying project design, customer requirements, and performance standards.
5. Assist Project Engineer with project schedule by studying project plan and specifications; calculating time requirements.
6. Assist Project Engineer with project schedule by monitoring project progress; coordinating activities; resolving problems that may occur in project construction.
7. Control project plan by assisting County with reviewing design, specifications, and plan and schedule changes; recommending actions to Owner and/or Project Engineer.
8. Prepares construction project status reports by collecting, analyzing, and summarizing information and trends and recommending actions to Owner and Project Engineer.
9. Ensure compliance with federal, state, county and local regulations.
10. Maintain competent supervisory staff to coordinate and provide general direction of the work and progress of the contractors on the project.

11. Observe the work as it is being performed for general conformance with working drawings and specifications.
12. Establish procedures for coordinating among the public, owner, project engineer, and contractors with respect to all aspects of the project.
13. Implement such procedures; assisting Contractor with maintaining job site records and making appropriate progress reports to owner on a weekly basis.
14. Insure delivery of materials to off-site areas of storage and oversight of County resources used for delivery.
15. Implement labor policy for Contractor in conformance with the requirements of the public owner and other State and Federal requirements for project.
16. Review the safety and equal opportunity programs of each Contractor for conformance with the public owner's policy and making recommendations.
17. Review and process all applications for payment by involved contractors and material suppliers in accordance with the terms of the contract.
18. Make recommendations for and processing requests for changes in the work and maintaining records of change orders.
19. Schedule and conduct job meetings to ensure orderly progress of the work.
20. Develop and monitor a project progress schedule.
21. Coordinate and expedite the work of all contractors.
22. Provide periodic status reports to owner, or project engineer
23. Establish and maintain a cost control system and conducting meetings to review costs.
24. Submission of Certified Payroll on a weekly basis to the Owner.
25. Submit Urban County Monthly Employment Utilization Reports to Owner.
26. Submit Section 3 Monthly Reports.
27. Submit Payroll Deductions for Employees (if any)
28. Submit photos with status reports.
29. Review and assist Project Engineer with preparation of As-Builts.
30. Conduct weekly meetings with all stakeholders to discuss progress (via teleconference call)
31. Conduct monthly meetings with all stakeholders in person to discuss project progress, monthly invoicing, etc.
32. Coordination of material testing for proposed project.

EXHIBIT “B-1”

Task 2 - Construction Management of Publicly Bid Project

	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Clerk
Preconstruction Meeting w/ stakeholders	1	4	4		
Develop project objectives with stakeholders	1	4	4		
Determine project responsibilities and identify phases of project	1	4	4		
Work with Project Engineer and Owner to determine project specifications by reviewing project design, owner requirements, and performance standards	1	4	4		
Preliminary and Final Project Schedule	1	6	8		
Daily Onsite Visitation, Coordination with County Forces for personnel, equipment, etc. Daily Site Visits	1	40	10		40
Control project plan by reviewing design and specifications: assist with project schedule changes, and resolutions to changes in project progress	1	30	8		
Preparation of Daily Reports, Photos, and project status reporting.	1	40	8		50
Reviewing and ensuring compliance with County, State, and Federal Requirements. Section 3 by Contractor	2	30	8		30
Assist with maintaining jobsite records, SWPPP, bypass pumping (if needed) by Contractor.	2	40	8		20
Assist County and Engineer with Pay Application, Change Orders, Pay applications	1	20	8		20
Assist County with with Pre-Bid Meeting, Bid Opening, and Preconstruction Meeting with Contractor, Project Engineer, and Owner Representatives.	4	20	15		8
Monthly Status Reports	10	50	20		20
Cost control system and meetings to review costs with Owner and Project Engineer	2	20	10		
Assist with Review and Submission of Certified Payroll to Owner	2	40	8		20
Insure compliance with Contractor for submitting Urban County Monthly Employment Utilization Reports	2	40	8		
Insure compliance with Contractor for submitting Section 3 monthly reports	2	40	8		
Weekly and monthly status meeting and agendas.	8	40	20		30
Assist owner with compliance by contractor for submittals of Record Drawings and Asbuilts	8	50	30		
TOTAL FOR TASK 2	51	522	193	0	238
	\$ 10,200.00	\$ 67,860.00	\$ 33,775.00	\$ -	\$ 15,665.00

	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Clerk
TOTAL	\$ 28,200.00	\$ 211,900.00	\$ 90,825.00	\$ 28,560.00	\$ 60,515.00

CONTRACT AMOUNT \$ 420,000.00

EXHIBIT “B-2”



HOURLY FEES

PRINICIPAL	\$200.00/HOUR
PROJECT ENGINEER	\$175.00/HOUR
PROJECT MANAGER	\$130.00/HOUR
DESIGNER/TECHNICIAN	\$ 85.00/HOUR
ADMINISTRATIVE	\$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	\$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

EXHIBIT “C”

