

**UPSHUR COUNTY, TEXAS:**

**PUBLIC REQUEST AND GUIDELINES FOR STATEMENTS OF QUALIFICATIONS  
REGARDING ENGAGEMENT AS CONSTRUCTION MANAGER AS  
CONSTRUCTOR FOR THE UPSHUR COUNTY, TEXAS  
COURTHOUSE RESTORATION PROJECT  
GILMER, Texas**

**RFQ No.: 23-RFQ-01**

**Issuance Date: May 19, 2023**

**Property and Improvements:  
Historic Upshur County Courthouse, built: 1937**

**Introduction and Response Submittal Procedure**

1. **RFQ.** This is a **Request and Guidelines for Statements of Qualifications** (“RFQ”), submitted by **Upshur County, Texas** (“County”), a duly organized and operating Texas county, by and through the approval of the **Commissioners Court of Upshur County, Texas** (“Commissioners Court”), the County’s governing body. The County shall give public notice of this RFQ, and actions regarding this RFQ, in the manner required by law.
2. **Definitions and Interpretation.** As used in this RFQ, unless otherwise designated: (a) “**AIA**” shall mean the American Institute of Architects; (b) “**Construction Manager as Constructor**” (“**CMAC**”) is synonymous with, shall constitute, and has the same meaning, duties, responsibilities, and rights as, a “**Construction Manager at Risk**” (“**CMAR**”) described by Chapter 2269, Subchapter F of the Texas Government Code; (c) “**Project**” shall mean the pending **Upshur County Courthouse Restoration Project**, the public works project described in this RFQ to restore, rehabilitate, and improve the **Historic 1937 Upshur County Courthouse** (“**Courthouse**,” being located at 100 W. Tyler Street, Gilmer, Texas 773515644); (d) “**Courthouse**” and “**Project Building**” shall mean the real property and improvements of the aforesaid courthouse located in Upshur County, Texas as described in this paragraph 2; and (e) the past, present, or future tense(s) shall each include the other, the masculine, feminine, or either gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning. All attached documents are incorporated by reference.
3. **Legal Entity** of the Offeror may be considered by the County in terms of risk under its best interests. Joint-Venture (JV) entities; Prime/Sub-contractor; or other formation of firms for the purposes of providing the County with the optimum CMAC and construction capabilities that enhance the County’s project or projects position.
4. **SOQ Solicitation.** The County hereby solicits sealed **Statements of Qualifications** (“**SOQs**”) from qualified firms or individuals (“**Offerors**”) for a proposed engagement by

**RFQ No.: 23-RFQ-01: Request and Guidelines for Statements of Qualifications for CMAC  
Issuance Date: May 19, 2023**

the County of a Construction Manager as Constructor (CMAC) for the County's pending Courthouse Restoration Project, and as such, performance of the necessary evaluations, designs, reviews, cost estimates, and related functions required for development of project plans, specifications, procurement, review, and execution of the construction scope for the Project. The proposed restoration project is located at: **100 W. Tyler Street, Gilmer, Texas, 75644**

5. **Attachments to RFQ.** The following documents are attached to this RFQ as exhibits:

- **EXHIBIT 1** -- Offeror's Proposal Form
- **EXHIBIT 2** -- AIA Document A305-2020/Contractor's Qualification Statement (with attached AIA Documents: Exhibit A/General Information Form; Exhibit B/Financial and Performance Information Form; Exhibit C/Project Specific Information Form; Exhibit D/Contractor's Past Project Experience Form; and Exhibit E/Contractor's Past Project Experience, Continued Form); and
- **EXHIBIT 3** -- AIA Document A133-2019/Standard Form of Agreement between Owner and Construction Manager as Constructor (with attached AIA Documents: Exhibit A/Guaranteed Maximum Price Amendment; and Exhibit B/Insurance and Bonds).

6. **RFQ Inspection and Copies.** This RFQ may be inspected, and copies obtained from the following County public official: **Hon. Judge Todd Tefteller, Upshur County Judge, P.O. Box 730, Gilmer, Texas 75644.** Proposed Offerors may obtain a copy of this RFQ by: (a) calling the Upshur County Office; (903) 843-4003; (b) making their request for an RFQ copy by email to Judge Todd Tefteller at [todd.tefteller@countyofupshur.com](mailto:todd.tefteller@countyofupshur.com); (c) downloading a copy from Upshur County's website <https://www.countyofupshur.com>. Offerors are advised to check the County's internet website frequently for any additional postings or information regarding the Project, including but not limited to updated construction plan addenda, drawings, FAQs and/or specifications for the Project.

7. **Deadline to Submit Written Questions.** Questions regarding this RFQ must be submitted in writing to **Judge Todd Tefteller at Upshur County Judge's Office** (by US mail, courier, hand-delivery, or e-mail delivery to the Upshur County Judge's office address and contact information as provided above in this RFQ), **on or before 10:00 A.M. CST on Monday June 12, 2023.** The instructions contained in this RFQ are provided for the preparation and timely submission of a SOQ. The County will try to answer written questions concerning this RFQ but shall not be obligated to do so. Answers to written questions may be delivered by the County by email; therefore, legible written inquiries must contain the name and email address of the person to whom the County reply should be made. The foregoing shall not limit the County's right to issue addenda to the scope of

work, or any other RFQ matter, prior to the opening of RFQ responses, or to delay the date and time of said opening, to ensure that all potential Offerors are aware of and have had sufficient time to consider the addenda.

8. **Pre-SOQ Submittal Meeting.** A Pre-SOQ meeting will occur **at 10:00 A.M. CST on Thursday June 8, 2023, at the Upshur County Courthouse, District Courtroom-Third Floor, 100 W. Tyler Street, Gilmer, Texas 75644.**
9. **Deadline to Submit SOQs.** Sealed SOQs will be accepted by the County **until 3 :00 CST on Thursday June 29, 2023.** The submitted SOQ must be timely delivered by mail, courier, or hand-delivery to the following County public official: **Hon. Judge Todd Tefteller, P.O. Box 730, Gilmer, Texas 75644.** Any SOQ received by the County after that deadline will be returned unopened. The submitted SOQ, must be appropriately marked on the outside mailing envelope or package as follows: **“Statement of Qualifications of \*\*\*\*\* (insert Offeror Name) – CMAC – Upshur County Courthouse Restoration Project.”**
10. **Opening of SOQs.** The SOQs timely delivered to the County will be opened **in the Commissioners Courtroom located in the District Courtroom at 10:00 A.M. CST on Friday June 30, 2023. District Courtroom located at: 100 W. Tyler Street, Third Floor, Gilmer, Texas 75644.** County review of the SOQs will begin thereafter by the County appointed scoring committee. The scoring committee will review, discuss, and formally rank proposers submitted SOQs. Be advised that Upshur County reserves the right to either make a CMAC selection from submitted responses or request interviews of firms selected for further consideration. The Commissioners Court, using its lawful authority, discretion, and best business judgment, may choose to forego the interview procedure and open negotiations with the highest or top-ranked Offeror without an interview.
11. **Sealed and Complete SOQ Documents.** All submitted SOQs must be completed, sealed prior to delivery, and timely submitted to the County as specified in this RFQ. An Offeror interested in responding to this RFQ must submit to the County **one (1) original signature/executed SOQ, plus nine (9) additional copies of the fully executed SOQ, for a total of ten (10) submitted SOQ instruments.** Should the forms supplied by this RFQ for the SOQ submission be inadequate or space restricted, the Offeror also may submit additional pages of information in the SOQ to provide the County with a full and complete RFQ response. **SOQ copies (complete with attachments and forms) shall be ‘Spiral’ Bound.**
12. **County’s Reserved Rights.** The rights to accept or reject any or all submitted SOQs, and/or to waive all formalities regarding this RFQ, are hereby reserved by the County pursuant to all applicable authority. The County further reserves the right to (a) negotiate, under applicable guidelines, the procurement of professional and construction services with one or all qualified Offerors having met the submittal requirements, or (b) cancel in whole or in part this RFQ, if it is in the best interest of the County to do so. All SOQs shall become the property of the County upon submission. The County will not reimburse

responding Offerors for their SOQ submission expenses, or any subsequently incurred costs associated with the submission of any additional information, the appearance at an interview or presentation, or with the negotiation or procurement of a contract.

13. **Evaluation of Offerors.** Offerors determined eligible for further evaluation based on qualifications submitted in response to this RFQ may be given, at the sole discretion of the Commissioners Court, an opportunity to make a presentation and/or interview with the County's designated agents. The SOQ submitting Offerors will be ranked in order by the County's scoring committee no later than **forty-five (45) days from the opening of the SOQs**, pursuant to the procedure required by Chapter 2269 of the Texas Government Code and other authority, and according to the selection criteria described in this RFQ. Following the ranking of Offerors, contract negotiations will begin with the top ranked Offeror as required by law. Should negotiations with the highest ranked Offeror fail to yield a contract award, or if the selected Offeror is unable to execute a contract, negotiations will formally end and then negotiations will commence with the second highest ranked Offeror in the manner required by law. However, notwithstanding anything to the contrary stated in this RFQ, the County using its lawful authority, discretion, and best business judgment, may: (a) choose to forego the aforesaid interview procedure and open negotiations with the highest or top-ranked Offeror; or (b) direct a contract award from its score evaluation of the highest ranked Offeror, without interviews, if deemed in the best interest of the County. The County shall select the Offeror that timely submits a SOQ offering the best value for the County based on the selection criteria described in this RFQ and the evaluation ranking of Offerors conducted by the Commissioners Court.
14. **Confidential Information.** Upon written request to the Upshur County Judge's Office, the County will provide a list of names of all Offerors who timely submitted a SOQ to the County for the Project. No disclosure of submitted SOQ contents will occur to competing Offerors, and all submitted SOQ's will be kept confidential by the County, during the SOQ evaluation, selection, and negotiation process, subject to the requirements of Chapter 2269 of the Texas Government Code, Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), and Chapter 552 of the Texas Government Code (the Texas Public Information Act). Except for trade secrets and confidential information identified in the SOQ as proprietary or confidential, all SOQ's will be open for public inspection after a contract award is made by the County, subject to the requirements of said statutes.

### **Project Description**

15. **Proposed CMAC Engagement.** The County seeks to engage a Construction Manager as Constructor for the Project, as described in this RFQ. Please note the following: (a) the Project involves a **One-Step RFQ selection process** pursuant in part to section 2269.253 of the Texas Government Code for the selection of a Construction Manager as Constructor (CMAC) (also called Construction Manager at Risk or CMAR in this RFQ) for the Project; and (b) the contracted price for the CMAC engagement for the Project may be a **guaranteed maximum price** pursuant to section 2269.251 of the Texas Government Code. The selected

Offeror must: (a) execute with the County an AIA Owner-Construction Manager As Constructor Document A133-2019 and A133-2019 Exhibits A and B, and other submitted information as requested prior to final award of the CMAC contract; and (b) upon final award of said contract for the County's Project, timely and successfully perform all duties, tasks, and matters specified for performance by the Construction Manager as Constructor (CMAC) in said contract, and specified for a Constructor Manager at Risk in Chapter 2269 of the Texas Government Code.

16. **Scope of Project Improvements.** The County's scope for improvements for the Project consists of Texas Historical Commission ("THC") approved Restoration Project documents consisting of 100% Construction Documents Plan drawings and Project Manual. The work shall make fully functional the Courthouse located in Gilmer, Upshur County, Texas. The Project's design and construction will be compliant with authorities having jurisdiction, to include but not be limited to the requirements of the County, the THC, and other entities recognized (as required) at the local (specifically the City Building Official, TDLR-ADA, and/or Fire Marshal), state, or international building code and life safety authority levels. The CMAC will be required to maintain and provide invoices and other records compliant with the County's bond funding and the THC's grant accounting requirements. Each project awarded to the CMAC must comply with separate fund accounting requirements.

#### **Scope of Work**

17. The County seeks to engage a proactive CMAC involved for the full duration of the Project program(s), including a post-occupancy 1-year warranty inspection, to include but not be limited to the following services and activities: A-E Design Development; Contract Documents; Bidding; Negotiations and Contract preparation; Construction; and as required Beneficial Occupancy and Final Completion; and 1-year warranty period and inspection performance. Specific work items will include:

- Phase One - Pre-Construction services to include (not limited to):
  - Preparation and evaluation of Guaranteed Maximum Price (GMP) to include cost reduction alternatives to the County. Construction Documents, are available for review and copying: (a) at the office of the Upshur County Judge's Office; Office address and contact information described in paragraph 5; and (b) by downloading said documents from the County's internet website at <https://www.countyofupshur.com>. Offerors are advised to check the County's internet website frequently for any additional postings or information regarding the Project, including but not limited to updated construction plan addenda, drawings, FAQ's and/or specifications for the Project.
  - Review of plans and specification for constructability and cost-value
  
- Phase Two - Construction services to include (not limited to):

- CMAC's Maintenance and distribution of active schedules, specifically as follows: Construction schedule; Submittal schedule, Addendum Log, RFI Log, etc. As schedules are updated the CMAC to make distribution to Owner, Architect and THC.
- CMAC's strict adherence to submittal and mock-up requirements as required per Project Construction Documents/Project Manual or as otherwise designated by THC and/or Architect.
- CMAC's strict adherence to all criterion as designated in the Project document package. Criterion to include (not limited to): Construction Document Drawings, Project Manual / Book of Specifications, Addendum, ASI's, etc.
- CMAC's strict adherence to Architects' Instruments of Service and supplementary standards documentation where incorporated by reference. Supplementary standards include THC Preservation Briefs as well as Secretary of Interiors Standards for Historic Restoration. CMAC to comply and provide data as required by Specifications and/or Architects RFI. Requests to include (not limited to): Product literature, Material data, Material testing reports, Progress Photographs, Field testing, Field Mock-Up's, etc.
- CMAC's coordination with local Utility service providers (i.e., City TPW, Electrical, Gas, TxDOT etc.) respective of all required Utility infrastructure (not limited to): field coordination, permit documentation and approvals, shut-downs, connections, etc.).
- CMAC's coordination with sub-contractors for delivery of products and/or construction delivery services to include (not limited to) submittals, shop drawings (inclusive of multi-disciplinary/trades review/coordination), mock-up's and RFI preparation in conjunction with all required field verification and coordination of work as per scope of work as described in the Project Construction Documents.
- CMAC to provide continuous on-site and office support for the project and to the County and A-E team.
- CMAC to host and document recurrent scheduled OAC Meetings. CMAC team shall be responsible for Meeting documentation preparation packets (i.e., Agenda, Logs, Updated Schedules). CMAC shall be responsible for OAC Meeting follow-up documentation (i.e., Meeting minutes, Follow-up email correspondence etc.).
- Attend other scheduled meetings at the County's request (monthly report at a designated regularly scheduled Commissioners Court session).
- Provide all final project documents the County. Project documents to include, but not limited to: As-Built drawings, Digital Photographs, Warranty data, O&M manuals, etc.

18. **Regulatory Compliance.** All Project submissions and work shall conform to all federal,

state, and local laws, ordinances, requirements, and building codes, and shall be in accordance with local design standards, details, and specifications. Furthermore, the Offeror must timely submit to the County any and all documents showing compliance with: (a) Chapter 176 of the Texas Local Government Code regarding vendor disclosure of **Conflicts of Interest**; (b) Chapter 2271 of the Texas Government Code showing timely Offeror submission of **House Bill Form 89** that clarifies Offeror does not boycott Israel and will not boycott Israel during the term of an awarded CMAC contract; and (c) section 2252.908 of the Texas Government Code showing timely Offeror submission of a **Form 1295**/Texas Ethics Commission Certificate of Interested Parties. Please note that upon award notification that the designated CMAC will be required to provide completed State Forms respective of HB 1295 and HB 89. The State requires completion of respective disclosure forms and for each to be submitted prior to any award being considered final, contract being signed by Upshur County, or any notice to proceed with work being issued by Upshur County. Upshur County cannot advise on the CMACs completion of Form 1295 or Form 89. If you have questions, the Texas Ethics Commission implemented the law and generated the form so we would suggest calling them at 512-463-5800 or <https://www.ethics.state.tx.us>

### **Statement of Qualifications**

19. **Evaluation Criteria.** The criteria response information described below shall be included by the Offeror in the SOQ timely submitted to the County for the Project, and said information shall be evaluated by the County:
- (a) Acceptance of AIA Documents A305-2020, completed, signed, and notarized. And A133-2019 or as Submitted with Deviations is required.
  - (b) The competence and qualifications of the individuals who will be directly responsible for the proposed work based upon experience pertinent to the work considered shall be described in the SOQ. The Offeror shall demonstrate experience in Historic Preservation projects, including: **10-years minimum** Historic Preservation experience is required of Prime firm; and **5-years minimum** experience for specialty Sub-contractors in Historic Preservation work is acceptable under the U.S. Secretary of the Interior's Guidelines for Historic Preservation, and/or completed work approved by the THC. Specialty work includes but is not limited to: (i) Historic doors – repair, replacement, replication; (ii) Historic masonry including Granite with Brick back-up, ornamental Terra Cotta (ie. Cornice, Frieze, entablature, columns, balustrade, coping cap and additional decorative elements) mortar composition and color match, unit replacement; (iii) Historic windows (and Doors) restoration (repair, replacement, replication); (iv) Historic floor finishes – Marble tiled floors, Hardwood Wood flooring; Restoration of original finishes at original stair treads, risers and stringers; (v) Historic interior finishes – Marble stone wainscot, plaster, paints, millwork, and replica second means of egress stairway with decorative railing and balustrade; (vi) Historic glazing; (vii) Historic fixtures – repair, replicated replacement (lighting); and (viii) Compatible building

infrastructure - mechanical, electrical, plumbing, fire suppression and a new T.A.S. compliant Elevator with the adjoining second means of egress stairway as noted above.

- (c) The SOQ shall describe similar experience by the Firm – Texas Historic Courthouse Historic Preservation and Restoration Projects administered by the Texas Historical Commission. \*Where the experience in this area maybe that of the key individuals that will be assigned to the project, clarify if individual or firm experience for each project is listed. Provide a brief summary of each project including: Project Title, Location, Project Description, basic scope, square footage, project value showing both the Construction Cost at Contract Award vs. Final Construction Cost at Completion, Show Project duration in calendar days when provided at Contract Award vs. Actual Start/Completion dates of Construction, provide Owner references to include point of contact name and phone number, provide Architect references to include Firm name, Project Manager name and phone number, and provide project reference photos.
- (d) The SOQ shall describe the technical adequacy of the personnel to be utilized for the proposed work based upon qualifications and experience pertinent to the work considered.
- (e) The SOQ shall demonstrate the experience of the prime firm based upon previous work like that of the type considered.
- (f) The SOQ shall describe the typical pre-construction services to be provided by the Offeror, and the fees for services are to be included within this section, as noted below.
- (g) The SOQ shall demonstrate the Offeror’s understanding of the CMAC/CMAR delivery method and describe the Offeror’s Project Delivery approach. Where the experience in this area may be that of the key individuals that will be assigned to the project, please provide clarification of the key individuals experience along with referential data on recently completed Historic restoration project(s).
- (h) The SOQ shall describe the Prime firm’s history of accuracy of cost estimates and ability to perform within budget guidelines and constraints.
- (i) The SOQ shall contain a copy of the contract issues or exceptions, if any, the Offeror would request if selected to provide the services listed above pursuant to AIA Document A305-2020.
- (j) The CMAC fees shall be described in the SOQ (see Offeror’s Proposal



Form attachment).

- (k) Pursuant sections 2269.055, 2269.253-.254 of the Texas Government Code and other authority, the SOQ shall contain sufficient descriptions and documentation regarding: (i) the proposed price of the CMAC engagement; (ii) the Offeror's experience, reputation, quality of goods and services, safety record, and proposed personnel; (iii) the Offeror's financial capability to perform as the CMAC for the Project, in view of the Project's size and scope; (iv) the ability of the Offeror through CMAC performance to provide the best value to the County for the Project; and (v) the ability of the Offeror to successfully perform for the Project all duties, tasks, and matters specified for performance by a Construction Manager at Risk (CMAR) by Chapter 2269 of the Texas Government Code; and
- (l) The SOQ shall contain and describe compliance with any other criteria for evaluation or SOQ requirement described in this RFQ for the Project.

20. **Scoring Criteria.** After receipt of the timely submitted SOQs, the County will use the following weighted scoring criteria in the Offeror ranking process:

- Qualifications and experience of team members proposed: 25 points
- Experience, Historic Preservation and Restoration Projects: 20 points
- Experience, Texas Historic Courthouse Preservation Program: 20 points
- Experience, CMAC/CMAR support services: 20 points
- Quality of References for past/present projects: 20 points
- Firms financial responsibility and stability: 10 points
- CMAC fees as best value to County: 15 points
- Overall completeness of information submitted: 10 points

Total possible points: 140 points

### **Format Requirements**

- 21. **Organization and Copies.** The SOQ format response shall: (a) be organized in order regarding the evaluation criteria listed in paragraph 21 above; and (b) preferably not exceed 30 double-sided pages in length (exclusive of cover letter, references, and resumes); and (c) contain **one** (1) executed original SOQ, and **nine** (9) copies of the fully executed original SOQ. **SOQ copies (complete with attachments and forms) shall be 'Spiral' Bound.**
- 22. **Criteria Identified.** SOQs shall be clearly identified and conform to the evaluation criteria listed in paragraph 21 above.
- 23. **Project Time-Line.** A proposed Project schedule, identifying the beginning and ending of

the work from GMP acceptance through Final Completion shall be required to be included in the SOQ.

24. **Client Reference List.** The Offeror shall submit in the SOQ a completed Client Reference List for a minimum of three and up to five (3-5) [AIA Document A305 requires 5 references] from recent (within 10 years) clients of similar size projects, or projects of similar size and scope, using the following content:

Client Name and Contact: \_\_\_\_\_  
Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail (if available): \_\_\_\_\_

25. **Insurance and Fee Information.** PLEASE COMPLETE THIS INFORMATION AND ATTACH TO THE SUBMITTED SOQ. Place a check mark next to the insurance coverage that applies to your firm. Complete the same for each of your consultants/major sub-contractors:

**PROPOSED INSURANCE:**

\_\_\_ Minimum Statutory Workers' Compensation Insurance, with Employers' Liability Insurance in the amount of \$ \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

\_\_\_ Minimum Commercial General Liability Insurance of \$ \_\_\_\_\_ each occurrence

\_\_\_ Minimum Business Automobile Liability Insurance of \$ \_\_\_\_\_ each occurrence on all vehicles used in connection with the contract, whether owned, non-owned or hired

\_\_\_ Minimum Professional Liability Insurance of \$ \_\_\_\_\_ each occurrence

**PROPOSED CMAC FEES: Use Proposal form as provided, as attached to this RFQ.**

**Proposed General Conditions Cost:** Using a Projects Schedule of 24 months for the Courthouse complete Select Demolition and Restoration, identify General Conditions Cost using Allowable General Conditions in the Worksheet on the following page.

**Proposed CMAC/Preconstruction Fee:** To include personnel expenses, project estimates, preliminary project schedule, value engineering, constructability reviews, pre-planning, overhead and profit, and other services throughout the pre-construction phase of the Project.

**Proposed Construction Phase Services Fee:** Identify a Construction Phase Services Fee as a percentage of the construction Budget for all home office expenses, and any other expenses not included in the Allowable General Conditions Worksheet, including all overhead and profit.

**END OF RFQ**

**Attachment “B1, and B2”**  
**Exhibits 1 and 2**

**OFFEROR’S PROPOSAL FORM**

For: Construction-Manager-As Constructor (“CMaC”)  
Upshur County Courthouse Restoration  
Komatsu Architecture Project No. 2010.143E

Proposal submitted by: \_\_\_\_\_ (Firm Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Phone)  
\_\_\_\_\_ (Alternate Phone)  
\_\_\_\_\_ (Primary Contact)

This Offeror’s Proposal Form is to be submitted with the Offeror’s SOQ in response to **Upshur County, Texas RFP: 23-RFQ-01**

Pursuant to the above described RFQ for the engagement of a Construction Manager as Constructor for the Upshur County Courthouse Restoration Project, the undersigned Offeror agrees to provide the following services:

- Phase I - Preconstruction Services: Perform the preconstruction phase services as described in the RFQ; and submit a Guaranteed Maximum Price (“GMP”) proposal to Owner.
- Phase II Construction Services: If Owner accepts the GMP, perform the construction phase services as described in the RFQ and in accordance with the contract terms.

This Offeror’s Proposal Form contains the following documents, the contents of which are incorporated by reference:

- Attachment A-1: Qualifications Questionnaire
- Attachment A-2: General Conditions Chart
- Attachment A-3: Insurance Requirements
- Attachment A-4: Bond Requirements
- Attachment A-5: Prevailing Wage Requirements

<b><u>RFQ SCHEDULE (Recap)</u></b>	
Sealed RFQ-CMAC Deadline:	<b>3:00 P.M. CST on Thursday June 29, 2023.</b>
CMAC Pre-Proposal Meeting:	<b>10:00 A.M. CST on Thursday June 8, 2023</b>
CMAC Inquiry Deadline:	<b>10:00 A.M. CST on Monday June 12, 2023.</b>
Bid Opening:	<b>10:00 A.M., Friday June 30, 2023.</b>
County Discretionary Interviews:	<b>9:00 A.M. CST – TBD on Monday July 3, 2023</b>
Bid Announcement:	<b>9:00 A.M. CST on Wednesday July 5, 2023.</b>

**PART I: CMAC PROPOSAL – ITEMIZED COST BREAKDOWN AS FOLLOWS:**

Based on an assumed Guaranteed Maximum Price total of **\$12,297,233.33** (\$11,711,650.80 in total allowable Construction costs plus \$585,582.53 in Project contingency) the CMAC Proposer to fill in the following information regarding proposers standard structure and proposers understanding of the complete project scope of work:

- A. Subcontractors/suppliers, material, labor, equipment \$ \_\_\_\_\_
- B. General Conditions Expenses (as described in Attachment A-2) \$ \_\_\_\_\_
- C. Expected cost of Performance and Payment Bonds (included) \$ \_\_\_\_\_
- D. Expected cost of Insurance (included) \$ \_\_\_\_\_
- E. Other costs not included above (attach a description of these items) \$ \_\_\_\_\_
- F. CMAC Fees:  
Phase I – Preconstruction Services Lump Sum Fee: \$ \_\_\_\_\_

(Description: Services to include personnel expenses, project estimates, preliminary project schedule, value engineering, constructability reviews, pre-planning, overhead and profit, and other services, through design phase portion of the project.)

The following items are to be included in the CMAC “Fee” percentage rather than in General Conditions:

- i. Safety Supervisor Inspections
- ii. Personal/computer Internet, Wi-Fi service charges
- iii. Mobile communications equipment service charges
- iv. Rental vehicle, repair, insurance and maintenance (vs “owned”)
- v. Project scheduling services (except for time of field office staff) if 3<sup>rd</sup> party.

For a List of General Conditions see Attachment A-2

The required items included in the General Condition are listed in Attachment A-2. No exclusions are allowed; deletions or omissions may be considered “non-responsive” and at the discretion of the County, cause for elimination from consideration. Offerors may add items and should be clearly indicated as additions.

- Phase II - Construction Services Lump Sum Fee: \$ \_\_\_\_\_

(Description: Services to include overhead, profit, direct, and indirect costs for the management and construction of the project.)

- G. Subtotal (A+B+C+D+E+F): \$ \_\_\_\_\_
- H. Construction Contingency (10% Max of Subtotal): \$ \_\_\_\_\_
- I. Guaranteed Maximum Price (G+H): \$ \_\_\_\_\_

**PART II: CMAC PROPOSAL – SAVINGS & CONSTRUCTION TIME**

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- A. Proposers Savings: All savings accrue to the Owner. Considerations will be given under “best value” if the CMAC is selected for the Project and will offer savings to the County for General Conditions combined with other CMAC fees. \$ \_\_\_\_\_
- B. The undersigned agrees to complete the Construction Work within \_\_\_\_\_ calendar days after the date of Owner’s Written Notice to Proceed with Construction.

**PART III: EXECUTION**

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The designated CMAC Agent who has been authorized to sign this proposal on behalf of the Proposal respondent represents to the Owner and Architect the following:

- 1. The information provided herein is true, complete, and accurate to the best of the knowledge and belief of the undersigned.
- 2. The undersigned has full authority to execute this response on behalf of the Offeror respondent.
- 3. The Offeror has thoroughly read, understands, and will comply with all aspects and requirements of this Offeror’s Proposal Form (including its Attachments A-1 through A-5, inclusive) and the requirements of the above described RFQ.
- 4. The following documents are included with this Offeror’s Proposal Form: (a) a Proposal Bond in the amount of 5% the Construction Budget; and (b) the information and/or responses required by the Qualifications Questionnaire/Attachment A-1, General Conditions Chart/Attachment A-2, Insurance Requirements/Attachment A-3, Bond Requirements/Attachment A-4, and Prevailing Wage Rate Requirements/Attachment A-5.
- 5. Offeror understands and acknowledges that: (a) the Project involves a One-Step RFQ Selection process pursuant in part to section 2269.253 of the Texas Government Code for the selection of a Construction Manager as Contractor (CMAC)(also called Construction Manager at Risk or CMAR in the RFQ) for the project may be a guaranteed maximum price pursuant to section 2269.251 of Texas Government Code.
- 6. Offeror understands and acknowledges that in submitting an offer for this RFQ, the Offeror affirms that should the County (at its sole discretion) decide to conduct interviews (based on receipt of the eligible Offers), the Offeror will be available for a virtual conference interview as scheduled by the County. See schedule on page 1. In the event there becomes a scheduling conflict the Offeror shall provide a written alternative date for interview: \_\_\_\_\_ (date)
- 7. Offeror acknowledges receipt of the following Project Document addenda:
  - Addendum No. 1: \_\_\_\_\_ (date)
  - Addendum No. 2: \_\_\_\_\_ (date)
  - Addendum No. 3: \_\_\_\_\_ (date)

**WAIVER OF CLAIMS: THE RESPONDENT BY SUBMISSION OF ITS PROPOSAL WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE ARCHITECT, ITS CONSULTING ENGINEERS, OR ANY OTHER CONSULTANTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS AND PARTNERS, AND AGAINST THE COUNTY, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF COUNTY'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THE RFP, THE PROPOSAL, PROPOSAL ADMINISTRATION, PROPOSAL EVALUATION, PROPOSAL RECOMMENDATION, THE AWARD OF THE CONTRACT, AND/OR THE REJECTION OF ANY OR ALL PROPOSALS. SUBMISSION OF THIS PROPOSAL INDICATES THE RESPONDENT'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND RESPONDENT'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE COUNTY DURING THE DETERMINATION OF QUALIFICATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RESPONDENT ACKNOWLEDGES THAT THE EVALUATIONS AND SELECTION SHALL BE MADE ON THE BASIS OF BEST VALUE AND THE RESPONDENT, WHICH MUST BE MADE PUBLIC, AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.**

Respectfully submitted,

\_\_\_\_\_  
Offeror Name

By:

\_\_\_\_\_  
Signature of Authorized Offeror Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**PART IV: ADVISORY NOTES:**

1. It is to be understood by all parties that the Owner reserves the right to accept or reject any and all proposals or any combination thereof proposed for the work.
2. It is to be understood by all parties that upon Owners' acceptance of this proposal by the Commissioners Court, the CMAC will be required to execute a contract and provide the insurance and bonds as set out in the RFQ.

**Attachment “A-1” to Proposal Form**

**QUALIFICATIONS QUESTIONNAIRE**

Provide the following information and responses as part of your proposal. You may attach additional pages to answer questions.

- A. List exceptions proposed to AIA Document A305-2020 to be executed by County, if as may be acceptable to County.
- B. AIA A305-2020 Contractor’s Qualification Statement and Exhibits A-E – Use of these forms can replace items C thru J below.
- C. An Organization Chart of all team members/key individuals to be contractually assigned to the project; resumes to include brief description of:
  - 1. Professional experience; indicate years in relevant areas of the industry.
  - 2. Professional Memberships and Certifications,
  - 3. Overview of Recent Projects Completed.
  - 4. Statement of current project/workload commitment
  - 5. Education – Secondary or degree if applicable; special training or certifications
- D. Similar Experience by the Firm – Construction Manager-At-Risk, Construction Manager as Constructor, Competitive Sealed Proposal, Design-Bid-Build Projects  
\* Where the experience in this area may be that of the key individuals that will be assigned to the project, clarify if individual or firm experience for each project listed.
  - 1. Provide a brief summary of each project including:
    - a. Project Title,
    - b. Location
    - c. Brief Listed Description of the Project including:
      - 1) Basic scope,
      - 2) SF area
      - 3) Project value (final cost)
      - 4) Start date, completion date,
      - 5) Owner
      - 6) Owner reference including
        - a) Name of Contact,
        - b) Address of contact,
        - c) Telephone number, fax number
      - 7) Architect reference including
        - a) Name of Contact,
        - b) Address of contact,
        - c) Telephone number, fax number
      - 8) Paragraph addressing a more comprehensive description of the project detailing scope and any specialized operations. Explain requirements of the Owner that had an impact on the Project.
      - 9) Photograph(s) of the Project (overall exterior)
- E. Would you propose to do any work with your own forces or to bid all work to subcontractors? List the categories of work and percentage of the overall contract that your firm would normally perform with its own forces. Sub-contractors will require Owner/Architect approval.
- F. An audited/completed current Financial Statement for 2021 and Year to Date 2022

- G. Provide the name of your bonding company, including the name and address of your agent and your bonding capacity.
- H. Provide a response and details, if applicable to the following:
1. Has your firm ever failed to complete any work awarded to it?
  2. Has your firm filed any lawsuits or requested arbitration with regards to construction contracts within the last five years?
  3. Is your firm now or has it been involved with any litigations, mediations, or other settlement procedures within the last five years?
  4. Do you currently have any sub-contractor litigation or are in mediation proceedings?
- I. The Proposer shall provide as attached exhibits to the RFP SOQ submittal:
1. Exhibit A: Provide a listing of current major projects in Progress; this list is to indicate workload levels for the firm during the anticipated construction period for the Upshur County Courthouse project. (Note: Upshur Courthouse has a projected commencement date of Sept.-Oct. 2023 with a projected completion within 22 months) Offeror to provide a complete listing of current major projects showing completion performance period as originally proposed by Offeror in total days. Listing to include:
    - a. Project Title
    - b. Project Location
    - c. One line description
    - d. Area SF
    - e. Project Value
    - f. Percent complete
    - g. Anticipated Start Date
    - h. Anticipated Completion Date
    - i. Owner, including references similar to those required in section C above
    - j. Architect, including references similar to those required in section C above.
    - k. Selection method
    - l. Optional: photographs, graphics of the project
  2. Exhibit B: A list of major projects during the past five years with emphasis on work with similar procedural requirements as those indicated for this Wise County Courthouse Project Proposal.
  3. Exhibit C: List the key individuals of the Firm and their present commitment levels. Indicate length of years of experience for each individual.
  4. Exhibit D: List trade references including:
    - a. Name of Firm,
    - b. Address of Firm
    - c. Contact information including position in the Firm.
    - d. Telephone number.



## Attachment "A-2"

General Conditions				
Description	Qty	Unit	Cost \$/Unit Including all Burden, Insurance, Etc.	Total
<b>On Site Project Management</b>		Mo.		
Project Executive		Mo.		
Project Manager		Mo.		
Superintendent(s)		Mo.		
Assistant Superintendent(s)		Mo.		
Office Engineer(s)		Mo.		
Project Expeditor		Mo.		
Scheduler		Mo.		
Project Support Staff		Mo.		
Cost Engineer		Mo.		
<b>Temporary Project Construction &amp; Utilities for CM Staff</b>				
Dumpsters for CM Staff		Mo.		
Monthly Telephone Service		Mo.		
Project Water		Mo.		
Temporary Toilets		Mo.		
Temporary Fire Protection		Mo.		
Telephone System Installation		LS		
Electricity		Mo.		
<b>Field Offices &amp; Office Supplies for CM Staff</b>				
Partnering Costs		LS		
Job Photos & Videos		Mo.		
CM Project Specific Signage		LS		
Postage & Deliveries		Mo.		
Mobilization for Office Trailers		Mo.		
Monthly Office Rental Costs		Mo.		
Storage Trailers		Mo.		
Field Office Equipment		Mo.		
Vehicles including fuel, maintenance & insurance		Mo.		
Safety Equipment		Mo.		
First Aid Supplies		Mo.		
Job Office Supplies		Mo.		
Janitorial Services		Mo.		
Project Computers & Software		Mo.		
Field Office Furniture		Mo.		
Copy Machine & Supplies		Mo.		
Communications Equipment		Mo.		
Advertising		Mo.		
<b>TOTAL GENERAL CONDITIONS</b>				

## Exhibit "A-3"

### Insurance Requirements

(1) **General Requirements.**

Construction Manager as Constructor ("Construction Manager or Contractor") shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by Owner in the care, custody, and control of Construction Manager prior to and during construction and warranty period.

Construction Manager must complete and forward the Certificate of Insurance to Owner before the Contract is executed as verification of coverage required below. Construction Manager shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of Construction Manager hereunder and shall not be construed to be a limitation of liability on the part of Construction Manager. Construction Manager must also complete and forward the Certificate of Insurance to Owner whenever a previously identified policy period has expired as verification of continuing coverage.

Construction Manager's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A or better.

All endorsements naming the Owner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: Owner, and the address set forth for Owner in the Agreement.

The "other" insurance clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both Owner and Construction Manager, shall be considered primary coverage as applicable.

If insurance policies are not written for amounts specified below, Construction Manager shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

Owner reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Construction Manager. Provided, however, in the event of any such adjustments by Owner, Construction Manager shall be entitled to a Change Order for any increased costs Construction Manager incurs as a result of such adjustments.

The Construction Manager shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

The Construction Manager shall be responsible for premiums, deductibles, and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

The Construction Manager shall provide the Owner with thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage indicated within the Contract.

If Owner owned property is being transported or stored off-site by Construction Manager, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Owner's property.

The insurance coverage required under this contract are required minimums and are not intended to limit the responsibility or liability of Construction Manager.

**(2) Business Automobile Liability Insurance.** Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of Owner or such alternate endorsement designations as Owner may hereafter specify:

- a) Waiver of Subrogation endorsement TE 2046A.
- b) 30-day Notice of Cancellation endorsement TE 0202A; and
- c) Additional Insured endorsement TE 9901 B.

Provide coverage in the following types and amounts:

A minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability for each accident.

**(3) Workers' Compensation And Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). Construction Manager shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner for every person providing services on the Project as acceptable proof of coverage. The Certificate of Insurance must be presented as evidence of coverage for Construction Manager. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is required, unless the Owner agrees to other in writing. Construction Manager's policy shall apply to the State of Texas and include these endorsements in favor of Owner:

- a) Waiver of Subrogation, form WC 420304; and
- b) 30-day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

\$500,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

**(4) Commercial General Liability Insurance.** The Policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
- b) Completed Operations/Products Liability for the duration of the warranty period.
- c) Explosion, Collapse and Underground (X, C & U) coverage.
- d) Independent Construction Managers coverage.
- e) Aggregate limits of insurance per project, endorsement CG 2503.
- f) Owner listed as an additional insured, endorsement CG 2010.
- g) 30-day notice of cancellation in favor of Owner, endorsement CG 0205.
- h) Waiver of Transfer of Recovery Against Others in favor of Owner, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

A combined bodily injury and property damage limit of \$2,000,000 per occurrence.

**(5) Builders' Risk Insurance.** The Construction Manager shall maintain Builders' Risk Insurance on an all-risk physical loss form in the full value of the Contract Sum as the same may be adjusted by Change Order. Coverage shall continue until the Work is accepted by Owner. Owner shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored. The insurance shall include coverage for loss of use of Owner's property due to fire or other hazards covered by such insurance.

**(6) Umbrella Excess Liability Coverage** in an amount of not less than Ten Million Dollars (\$10,000,000), combined single limit bodily injury/property damage with coverage to be in excess of the employer's liability, commercial general liability, and automobile liability insurance required above for each occurrence and in the aggregate. The Owner shall be listed as an additional insured. A waiver of subrogation endorsement shall be obtained in favor of the Owner, and a 30-day notice of cancellation endorsement in favor of the Owner.

#### **Subcontractor Insurance Requirements:**

**(1)** Unless waived by Owner, the following forms of insurance are the minimum coverage requirements to be furnished by all Subcontractors, and deductibles shall not exceed ten thousand dollars (\$10,000). The Construction Manager has the option to require higher limits of liability from designated Subcontractors in the form of primary or excess liability coverage.

- a) Workers' compensation insurance to cover full liability under Workers' Compensation Laws of the State of Texas with employer's liability coverage in limit not less than Five Hundred Thousand Dollars (\$500,000.00).
- b) Commercial general liability insurance coverage shall be on an "occurrence" basis and shall insure the Subcontractor against claims related to Work performed under the Subcontract for bodily injury, including death of any person other than the Trade Construction Manager's

employees, and property damage for injury to or destruction of tangible property, other than the Work itself. The policy shall contain the personal injury and broad form property damage endorsements modified as set forth below, and the policy exclusions pertaining to loss by explosion, collapse or underground damage. The Owner and Construction Manager are to be named as additional insured. The policy shall include the following Overages and limits:

- (i) Completed operations liability
- (ii) Contractual liability ensuring the indemnification agreement contained in the Trade Contract
- (iii) Personal injury liability with employee's exclusion deleted
- (iv) Broad form property damage extended to apply to completed operations
- (v) Automobile liability insuring Trade Construction Manager for operations of all owned, hired and non-owned vehicles
- (vi) Limits of liability shall not be less than:
  - (A) Bodily injury, except automobile:
    - (I) \$1,000,000 each occurrence
    - (II) \$1,000,000 aggregate
  - (B) Property damage, except automobile:
    - (I) \$1,000,000 each occurrence
    - (II) \$1,000,000 aggregate
  - (C) Bodily injury: Automobile
    - (I) \$500,000 each person
    - (II) \$1,000,000 each occurrence
  - (D) Property damage: Automobile
    - (I) \$500,000 each occurrence
  - (E) Umbrella excess liability \$1,000,000

(2) All policies are to be written through a company duly authorized to transact that class of insurance in the State of Texas, with an A.M. Best Rating of B+VII or better.

(3) Any of such insurance policies may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

(4) Construction Manager's Subcontracts shall provide for reasonable indemnification of the Owner and the Architect for adequate insurance coverage and contain such other clauses as may be required to fully protect Owner, Architect, and Construction Manager's interests.

## **Exhibit "A-4"**

### **Bond Requirements**

Unless the Owner agrees to accept bonds only at the time the Guaranteed Maximum Proposal is approved by Owner, the Construction Manager, shall within 10 days after the execution of the Contract, furnish Owner with payment and performance bonds meeting the requirements of Chapter 2253 of the Texas Government Code on forms and which are furnished or approved by the Owner. The amount of each bond shall be equal to 100% of the Estimated Project Budget.

Pursuant to Section 271.118 of the Texas Local Government Code, if Owner agrees to accept payment and performance bonds at the time the Guaranteed Maximum Price is established, Construction Manager must provide Owner with a bid bond or other financial security acceptable to Owner at the time Construction Manager signs the Contract, to ensure that Construction Manager will furnish payment and performance bonds meeting the requirements set forth herein at the time the Guaranteed Maximum Price is agreed upon. If Owner agrees to accept Payment and Performance Bonds at the time the Guaranteed Maximum Price is established, then the Construction Manager will furnish such bonds within 10 days after execution of Amendment No. 1 to the Contract establishing the Guaranteed Maximum Price.

Notwithstanding anything herein to the contrary, all bonds must comply with Chapter 2253, Texas Government Code, including the requirement that such bonds must be executed by a corporate surety licensed to do business in Texas in accordance with Article 7.19-1, Texas Insurance Code. Such bonds shall be on forms supplied or approved by the Owner. Surety shall be listed as an approved surety by the U. S. Treasury Department.

**Exhibit "A-5"**  
**PREVAILING WAGE RATES**

**GENERAL  
SUMMARY**

In the execution of the Contract for this project, the Construction Manager As Constructor ("Construction Manager") must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety, minimum wage and prevailing wage rates requirements under Chapter 2258 of the Texas Government Code.

The Construction Manager and each Subcontractor who performs Work under this Contract must pay not less than the rates described herein to a worker employed by it in the execution of the Work.

A Construction Manager or Subcontractor who violates these provisions shall pay to the Owner \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated herein.

The Construction Manager and each Subcontractor shall keep a record showing:

- (1) the name and occupation of each worker employed by the Construction Manager or Subcontractor in the construction of the public work; and
- (2) the actual per diem wages paid to each worker.

The records shall be open at all reasonable hours to inspection by officers and agents of Owner.

In the event of a complaint of a breach of these requirements by Construction Manager or a Subcontractor, Owner shall have the right to make a determination as provided by law, and to retain any amount due under the contract pending a final determination of the violation.

**DEFINITIONS**

Base Per Diem Wage Rates: Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts, type of workers, or mechanics is the product of (a) number of hours worked per day, except for overtime hours, times (b) respective Rate Per Hour.

Multipliers for Overtime Rates: Over 40 hours per week: The "general prevailing rate for overtime work" for the crafts, type of workers, or mechanics is one and one-half times the respective Rate Per Hour.

Multipliers for Holiday Rates: For legal holidays, the "general prevailing rate of per diem wage" for the various crafts, type of workers, or mechanics is the product of (a) one and one-half times the respective Rate Per Hour times (b) the number of hours worked on the legal holiday.

The prevailing wage rates for this Project are the rates applicable to Upshur County, Texas established by the U.S. Department of Labor which are in effect on the date of this RFP.