



Winnie Medical Clinic Building  
**Request for Qualifications (RFQ) for Construction Manager at Risk (CMAR)**  
RFQ 2026-001

<b>Client/Owner:</b>	Winnie-Stowell Hospital District Edward Murrell - President
<b>Architect:</b>	THR3E Design LLC Frank Marquez – Principal in Charge

**THE DISTRICT RESERVES THE RIGHT TO REJECT ANY SUBMISSION THAT IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS RFQ.**



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## **REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK**

The Winnie-Stowell Hospital District (“District” or “Owner”) is soliciting qualifications from experienced Construction Manager-at-Risk firms for the development of the Winnie Medical Clinic. The selected Construction Manager at Risk (“CMAR”) will provide preconstruction services and, upon further approval and contract amendment, construction services for the Project. This procurement is a two-step selection process conducted under Texas Government Code Chapter 2269, Subchapter F. The Project scope, anticipated schedule, selection criteria, weighted value for each criterion, estimated construction budget, and the time and place for receipt of qualifications are set forth in this Request for Qualifications (“RFQ”). Qualifications will be received by Winnie-Stowell Hospital District, 520 Broadway, Winnie, Texas 77665, until 2:00 PM on May 14, 2026, as published in accordance with Texas Government Code, Section 2269.052. Statements of Qualifications will be publicly opened and the names of respondents read aloud immediately following the submission deadline. Any questions regarding this RFQ are to be addressed to Attn: Victoria Carlo, [Victoria@wshd-tx.com](mailto:Victoria@wshd-tx.com).

This procurement is conducted in accordance with Texas Government Code, Chapter 2269, Subchapter F (Construction Manager-at-Risk Method). The Request for Qualifications for Construction Manager at Risk process enables WSHD to shortlist Construction Manager at Risk based on evaluation of qualifications. No fees or prices will be requested or considered in Step No. 1.

This RFQ includes the project scope, estimated budget, anticipated schedule, and selection criteria with weighted values in accordance with Texas Government Code Section 2269.253.

### **TWO STEP SELECTION PROCESS**

#### **Step No. 1 – Request for Qualifications (RFQ)**

The Owner will receive and evaluate statements of qualifications from interested firms based on the criteria outlined in this RFQ.

- Firms will be evaluated solely by qualifications, experience and demonstrated capability.
- No pricing, fees, or cost information shall be requested or considered during Step No. 1 in accordance with Texas Government Code Section 2269.253(e)
- Based on the evaluation, the Owner will shortlist the most highly qualified firms, not more than five (5) firms, to advance to Step No. 2. Only firms selected solely on the basis of qualifications will be invited to participate in Step No. 2.

## **Step No. 2 – Request for Proposals (RFP)**

Short-listed firms will be invited to submit a detailed proposal in Step No. 2, including additional information permitted by Texas Government Code Section 2269.253(e), including the construction manager-at-risk's proposed fee and prices for fulfilling the general conditions. The RFP shall include, but is not limited to:

- Proposed fees, general conditions and Profits;
- Preconstruction services approach;
- Construction methodology and project execution plan;
- Preliminary cost assumptions and / or Guaranteed Maximum Price (“GMP”) Methodology, Draft schedule of values; and
- Cash flow projection and billing plan.
- Offeror shall provide a comprehensive statement of bonding capacity and proof of insurability in strict accordance with the requirements set forth in **Exhibit “F”**. In the event the Offeror proposes an exclusion or modification to any specific coverage type or limit detailed therein, the proposal must include a formal written justification and a detailed explanation for such exclusion.

## **Final Selection and Award**

The Owner will evaluate proposals from shortlisted firms based on a combination of qualifications and pricing to determine the “best value” in accordance with Texas Government Code. Best value shall be determined based on the published evaluation criteria, including qualifications, experience, proposed fees, and other factors permitted under Texas Government Code Chapter 2269.

- The Selection Committee will make a recommendation to the WSHD Board;
- The Board retains final authority for selection and contract award;
- The Selected CMAR will initially be contracted for preconstruction services; and
- Upon successful completion of preconstruction and agreement on a GMP, the contract may be amended to include the Construction Services.

The evaluation of proposals in Step No. 2 shall be based on the criteria set forth in the Request for Proposals, which may include the criteria used in Step No. 1, together with pricing and other factors permitted under Texas Government Code Chapter 2269.

The District shall first attempt to negotiate a contract with the highest ranked proposer. If the District is unable to negotiate a satisfactory contract, the District shall formally end negotiations and proceed to the next highest ranked proposer in accordance with Texas Government Code Section 2269.254.

## **General Conditions of Selection**

The Owner reserves the right to reject any or all submissions and to waive informalities or irregularities.

- The Owner may request additional information or clarification from any respondent.
- Submission of qualifications indicates acceptance of the terms and conditions of this RFQ.
- No contract shall exist until formally executed by both parties.
- By submitting qualifications, the Proposer acknowledges that the District's evaluation and selection decisions are discretionary governmental functions and agrees to waive any claim for damages arising solely from the selection process, except for claims based on fraud, bad faith, or violation of applicable law.
- The Board will make such investigations as it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish all such information and data for this purpose as may be requested. The Board reserves the right to reject any submissions if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Board that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- A decision regarding the determination of the successful Offeror will be made by the Board as soon as practical.
- This Request for Qualifications, the CMAR's response, and the subsequent Request for Proposals shall be incorporated into and form part of the final Contract Documents.

## **SCOPE OF WORK**

Winnie-Stowell Hospital District is soliciting qualifications from CMAR firms with a demonstrated history of successful Healthcare building construction. The Project consists generally of the construction of a new one-story medical clinic building of approximately 15,000 square feet to be located at 1115 TX-124, Winnie, Texas 77665, together with associated site improvements, including retention ponds, circulation paving, an outdoor mechanical yard, and approximately 114 parking spaces. The District may also include, as part of the Project or as an additive scope, a new one-story administrative building of approximately 5,000 square feet located south of the clinic, as reflected in **Exhibit "A"**. The selected Construction Manager-at-Risk shall provide preconstruction services, including estimating, scheduling, constructability review, value engineering, procurement planning, cost control, and coordination with the District and Architect, and, upon further approval and execution of a contract amendment establishing a guaranteed maximum price, construction services for the Project.

## **PROJECT INFORMATION & PROCUREMENT PROCEDURES.**

### **Project Team**

- THR3E Design – Architect
- MBCO Engineering LLC – Civil Engineer
- Structures PE LLP – Structural Engineer
- DBR Engineering Consultants, Inc– MEP Engineer

- Atlas Consulting – Low Voltage/Security
- Landology – Landscape Architect

**Design Documents**

Design concept documents are attached as **Exhibit “A”-“B”**

**Addenda**

Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be issued by WSHD as an addendum. All such addenda issued before the proposals are due are part of the RFQ, and *respondents shall acknowledge receipt of and incorporate* each addendum in its proposal. It is the respondent’s responsibility to check back on the Districts website for the Addenda.

**Respondent Costs**

Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFQ shall be at the sole risk and responsibility of the respondent.

**Bonding Requirements**

The selected Construction Manager-at-Risk shall be required to provide performance and payment bonds in accordance with Texas Government Code Chapter 2253. Such bonds shall be in the full amount of the GMP and shall be executed by a corporate surety authorized to do business in the State of Texas. No construction work shall commence until all required bonds have been provided and approved by the District.

**RFQ/RFP SCHEDULE**

With the Schematic Design Phase for the work underway (see schedule below), we are seeking qualifications from selected CMAR firms to provide preconstruction and construction management services.

The current anticipated Schedule is as follows (subject to change):

<b>Step No. 1 – Qualifications Only (No Fees or Prices Requested or Considered)</b>		
<b>Event</b>	<b>Statutory Reference</b>	<b>Date</b>
<b>Issue RFQ to Participants</b>	None (Discretionary)	April 29, 2026
<b>Deadline to submit written questions/inquiries; responses to be issued in Addenda</b>	None (Discretionary)	May 5, 2026, at 5:00pm CST
<b>Deadline to submit RFQ Submission</b>	None (Discretionary)	May 14, 2026, at 2:00pm CST
<b>Public opening and reading aloud of RFQ respondents</b>	Texas Gov’t Code §2269.253(f)	Same day as RFQ submission deadline

<b>CMAR RFQ shortlist announced (not more than five (5) firms)</b>	Texas Gov't Code §2269.253(e)	May 20, 2026
<b>CMAR RFQ shortlist Interviews</b>	None (Discretionary)	May 26, 2026
<b>Statements of Qualifications shall be publicly opened, and the names of respondents shall be read aloud in accordance with Texas Government Code Section 2269.253(f).</b>		

**Step No. 2 – Final Proposals**

<b>Event</b>	<b>Statutory Reference</b>	<b>Date</b>
<b>Issue RFP to shortlisted firms</b>	Texas Gov't Code §2269.253(e)	May 27, 2026
<b>Deadline to submit RFP Response</b>	None (Discretionary)	June 3, 2026 At 2:00pm CST
<b>Public opening and reading aloud of RFP respondents and proposed fees/prices</b>	Texas Gov't Code §2269.253(f)	Same day as RFP submission deadline
<b>Evaluation and ranking of proposals</b>	Texas Gov't Code §2269.253(g)	Not later than the 45th day after the date proposals are publicly opened
<b>Selection of CMAR (best value)</b>	Texas Gov't Code §2269.254(a)	Upon completion of evaluation and ranking
<b>Negotiation of contract with highest ranked proposer</b>	Texas Gov't Code §2269.254(b)–(d)	Immediately following ranking
<b>Final rankings made public</b>	Texas Gov't Code §2269.254(e)	Not later than the 7th day after contract award
<b>Preconstruction Commence</b>	None (Contractual)	Upon Board approval and Notice to Proceed
<b>Construction Start</b>	None (Contractual)	As determined during preconstruction phase
<b>Estimated Construction Duration</b>	None (Contractual)	As determined in Contract Documents
<b>Proposals shall be publicly opened, and the names of respondents and proposed fees and prices shall be read aloud in accordance with Texas Government Code Section 2269.253(f).</b>		

**SUBMISSION FORMAT FOR REQUEST FOR QUALIFICATIONS**

Please limit entire submission to 20 pages, submit **five (5)** bound copies and one (1) Electronic file. Format shall be PDF; information should be concise and appropriately complete.

1. Properly submitted proposals will not be returned to respondents; and
2. Proposal materials shall be enclosed with a sealed envelope (or box or other sealed container) addressed as noted above; and
3. The package shall clearly identify the RFP number, the submittal deadline, and the name and return address of the respondent.

*[Remainder of page intentionally left blank]*

### **TAB 1: CORPORATE INFORMATION**

1. Provide a statement of interest for the Project, including a narrative describing the respondent's unique qualifications as they may pertain to this particular Project;
2. A statement of the availability and commitment of the respondent, its principal(s) and assigned persons / professionals to undertake the Project;
3. Detailed corporate information, such as firm contacts;
4. Established years of business, firm's corporate history;
5. Licensed trades;
6. Pending litigation;
7. EMR safety record; and
8. Your demonstrated ability to maximize value by ensuring subcontractor market penetration.

### **TAB 2: EXPERIENCE OF THE CMAR TEAM**

1. Assigned personnel resumes;
2. Local Principal-in-Charge of the firm;
3. Operations Manager;
4. Project Manager (primary decision maker);
5. Superintendent;
6. Preconstruction Manager; and
7. Include an organizational chart for your proposed management team to be considered in the Project.

### **TAB 3: FINANCIAL STRENGTH**

1. Financial statement; and
2. General financial information
  - a. Surety detail payment bonds detail -- Provide letters indicating single project and aggregate limits; and
  - b. Bonding capacity detail.

### **TAB 4: PROJECT APPROACH**

1. Description of the firm's concepts for working in a team relationship with the Owner, Architect, and Program Manager during the design and construction of projects;
2. Describe your warranty program; and
3. Describe your change order philosophy.

### **TAB 5: SUBCONTRACTOR STRATEGY**

1. Provide information regarding policies and policy declarations; methodology; provisions and terms. Discuss your bonding approach to subcontractors;
2. All work for this Project shall be competitively solicited by the CMAR to a commercially reasonable number of qualified subcontractors for each trade;
3. Provide a listing of three qualified and preferred subcontractors for the specified disciplines with whom the firm has contracting background and experience (*See Exhibit "C"*); and
4. Discuss your approach to the bid process and the soliciting of bids from quality subcontractors, particularly in the Chambers County area.

### **TAB 6: RELEVANT EXPERIENCE**

1. Detailed project listing for up to (5) similar recent projects as Construction Manager at Risk projects for which you have provided, or are providing, services that are most related to this project and recently completed. List the projects in order of priority, with the most relevant project listed first. Please provide the following information for each project listed:
  - a. Project description;
  - b. Photographs;
  - c. Proposed team members participation (if any) on each past project referenced;
  - d. Initial budget and final Construction Cost, including Change Orders & Contingency;
  - e. Type of construction (new, renovation, or expansion);
  - f. Description of services respondent provided for the project during preconstruction
  - g. The Owner's name and representative, including telephone number; and
  - h. The Architect's name and representative, including telephone number.
2. References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. Provide up to (5) references.
3. Demonstration of examples of the CMAR "Team Player" relations and remedies, professional service firm references

### **TAB 7: PRE-CONSTRUCTION SERVICES**

1. Approach to estimating costs; scheduling; savings; contingencies; input & ideas into design phase improvements; and
2. Approach to raw material price escalation.

### **TAB 8: CONSTRUCTION APPROACH**

Describe your firm's methodology for managing subcontractors, schedules, cost increases, and manpower.

**TAB 9: CONTRACT COMMENTS OR CONCERNS**

Provide your firm's comments and exceptions after reviewing the attached **Exhibit “D”** (AIA A133-2019) and **Exhibit “E”** (AIA A201-2017).

**TAB 10: CONFLICT OF INTEREST QUESTIONNAIRE**

Provide a completed Conflict of Interest Questionnaire. Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek contracts for the sale or purchase of property, goods, or services with District shall file a completed Conflict of Interest Questionnaire (CIQ) with District. The CIQ is available from the Texas Ethics Commission at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

**TAB 11: USE OF CONTINGENCY**

Describe your philosophical approach to the contingency within the GMP. Particular attention is given to the difference in administration of buyout savings, and CMAR contingency.

**Note:** The Owner requires that 100% of the savings between the GMP and the actual cost of the work to accrue to the Owner.

Upon receipt of the qualifications, the Evaluation Team will review and evaluate the qualifications based on the following selection criteria and weighted values, which shall be used by the District to determine the ranking of respondents in Step No. 1 in accordance with Texas Government Code Section 2269.253.

Each criterion shall be evaluated using a scoring methodology determined by the District, and the score for each criterion shall be multiplied by the weighted value assigned to that criterion to determine the total score for each respondent.

*[Remainder of page intentionally left blank]*

**EVALUATION CRITERIA FOR STEP ONE CONSTRUCTION MANAGER AT RISK  
(CMAR)**

<b>TAB</b>	<b>Evaluation Criteria (Step NO. 1)</b>	<b>Point System</b>
1.	<b>Corporate Information</b> – Detailed corporate information, firm contacts, established years of business; firm’s corporate history; licensed trades; pending litigation, EMR safety record.	___/8
2.	<b>Experience of the CMAR team</b> - Personnel information, organization charts, assigned personnel resumes; regional market experience.	___/20
3.	<b>Financial Strength</b> - Financials; surety detail; payment bonds detail; bonding capacity detail.	___/10
4.	<b>Project Approach</b> - Firm’s concepts for working in a team relationship with the Owner, Architect, and Program Manager during the design and construction of projects. Warranty program and change order philosophy.	___/15
5.	<b>Subcontractor Strategy</b> - Information regarding policies and policy declarations; methodology; provisions and terms.	___/2
6.	<b>Relevant Experience</b> – (5) Past projects and (5) references. REFERENCES WILL BE CHECKED.	___/15
7.	<b>Pre-Construction Services</b> – Estimating costs; scheduling; savings; contingencies; input & ideas into design phase improvements; approach to raw material price escalation; recent experience in similar pre-construction services.	___/15
8.	<b>Construction Approach</b> – Methodology for managing subcontractors, schedules, cost increases, and manpower.	___/10
9.	<b>Contract Comments or Concerns</b> – Firm comments on <b>Exhibit “D”</b> (AIA A133-2019) and <b>Exhibit “E”</b> (AIA A201-2017).	___/2
10.	<b>Conflict of Interest Questionnaire</b>	___/1
11.	<b>Use of Contingency</b> – Philosophical approach to the contingency within the GMP.	___/2
	<b>Total</b>	/ 100

If shortlisted, below is information to be considered for Step No. 2 – RFP, provided for reference, no response needed in Step No. 1

**PROJECT SPECIFIC INFORMATION**

1. The CMAR agreement will be submitted with the RFP and will be Cost of the Work Plus a Fee with a Guaranteed Maximum Price based on the following AIA documents per **TAB 9** above. This will include General conditions of the construction contract and listed associated fees and profits.
2. One hundred percent of all remaining balances in allowances, contingency, and savings will be returned to the District upon completion of project.
3. All contract information including all actual project costs will be made available to the District or its agent at any time. A formal audit of the project may be conducted by an

independent third party hired by the District at selected intervals during the construction phase and before final payment.

4. The Owner shall contract independently and separately from the Construction Manager, for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of facilities per the Texas Government Code.
5. The Construction Manager shall be responsible for performing accurate background checks on all personnel to ensure that all personnel working on the project sites are properly cleared.
6. A Certificate of Substantial Completion will be issued upon such completion of each phase of the project.
7. Nothing in the RFQ shall be deemed to bind the Client or its agents until a contract has been successfully negotiated and executed between the Client and Architect.
8. The Selected Contractor shall adhere to Federal OSHA construction safety standards and Texas Code.

### **PRECONSTRUCTION SERVICES**

The Construction Manager at Risk selected will provide the following:

1. Key project personnel, including the Preconstruction Manager/Estimator and Project Manager, will attend and actively participate in regular meetings with WSHD leadership, and Architect to review the project status and review and update the construction cost estimate.
2. Consult with WSHD and Architect regarding site use and improvements, phasing of the various projects and construction, selection of materials, and building systems and equipment.
3. The CMAR shall review the contract documents for constructability. Provide recommendations on construction feasibility including estimates of alternative designs and materials, preliminary budgets, and possible economies.
4. The CMAR will be accountable for the project schedule from schematic design phase through the completion of the project.
  - a. Prepare, and periodically update, a preliminary Project schedule based upon WSHD established milestones for the Architect's and the WSHD's review.
  - b. The CMAR shall coordinate and integrate the preliminary Program/Project schedule with the services and activities of the WSHD, Architect. As the design progresses, the preliminary Program/Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price.
5. When Design Development documents are complete, the CMAR shall prepare a cost estimate with supporting data for review by WSHD and Architect. The Architect shall not proceed beyond Design Development until the cost estimate is within the predetermined budget.

- a. The CMAR will prepare this estimate within fifteen (15) working days of receiving Design Documents
6. The Construction manager shall coordinate on and off-site utilities with Chambers County and Trinity Bay Conservation District. philosophical approach to the contingency within the GMP.
7. During the preparation of the Construction Documents, the CMAR shall update and refine the cost estimate at established milestones, i.e. 50%, 90%. The CMAR shall do this with input from Subcontractors and their other resources, as necessary to provide accurate and reliable estimates.
  - a. GMP will be confirmed through 90% CD review.
8. At each project development milestone, from Design Development to Construction Documents, each estimate shall be in a format that allows comparison from one milestone to the next.
9. If any estimate submitted to the District exceeds previously approved estimates the CMAR shall make recommendations to the District and Architect to reduce the cost of the project within seven (7) days. The CMAR shall identify the greatest contributors to estimate overages.
10. CMAR shall recommend to the District and Architect a schedule for procurement of long-lead time items that will constitute part of the Work as required to meet the Project schedule.
11. Confirm project "constructability", by ensuring that all specified materials are available when needed, that drawings and details are appropriate and buildable, and that all project information is complete and in a satisfactory format for sub trade bidding.
12. Prior to release of final construction drawings, the awarded GC will conduct a thorough pre-qualification of material suppliers and subcontractors and present the pre-qualification information to Project Team for review and approval. Review at least the following qualifications:
  - a. Experience on projects of this type and complexity and with a fast-track schedule;
  - b. Subcontractor's references;
  - c. Financial stability;
  - d. Quality of work;
  - e. Qualifications of proposed field and home office staff; and
  - f. Projected other work during this project
13. At appropriate milestones, the GC shall competitively bid the documents to a minimum of three (3) subcontractors in all trades. If GC is unable to get three competitive bids for a specific scope of work, they need to show good-faith effort and communicate this to the project team immediately. Once the GC receives the bids, they shall provide a complete

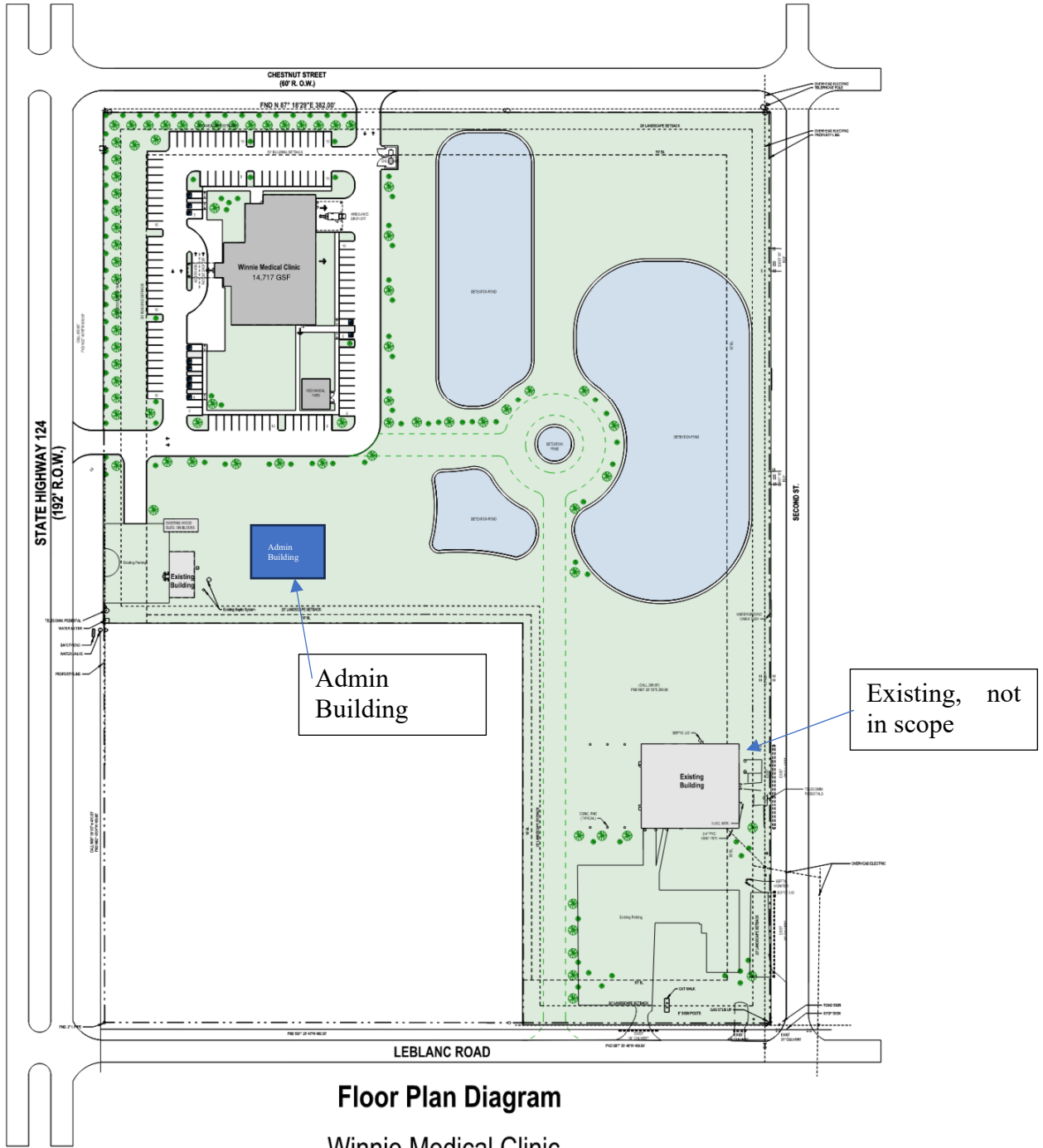
quantitative and qualitative analysis, “Bid Leveling Spreadsheet” for each trade, discipline, or significant material. GC shall present to WSHD & Architect his/her analysis as well as a recommendation to award each contract.

- a. District reserves the right to add or delete subcontractors to the contractors’ bid list; and
  - b. GC will be responsible for holding the low voltage cabling, sound masking, audio visual, security, FF&E and mover contracts for the project, design of these scopes by others.
14. Upon receipt of final pricing, the Bid Leveling Spreadsheet shall include but not be limited to:
- a. Confirmation of scope;
  - b. Details of allowances;
  - c. Significant inclusions or exclusions; and
  - d. Manpower availability and other major project work concurrent with this project.
15. Pre-construction services will continue until the entire project has been bid and awarded to subcontractors and material providers.
16. Upon approval by Owner of the scope of work and guaranteed maximum price for all the work, the Owner and GC will enter into an amendment to the construction contract incorporating the approved scope of work and the GMP for such work Package.
- a. In no event will the GC commence construction on any work package of the project or incur any hard costs for any work package of the project (e.g. site preparation, physical construction costs or equipment and materials expenditures ) prior to the date the Owner and GC have entered into an amendment to the construction contract approving the scope of work and guaranteed maximum price for the applicable work package and Owner has issued a written notice to proceed to the GC with respect to the applicable work package of the project.
17. The CMAR shall manage the permitting process.

**Exhibits included with this RFQ:**

- Exhibit “A” – Site Plan Drawing
- Exhibit “B” – Clinic Floor plan
- Exhibit “C” – Subcontractors Proposed list
- Exhibit “D” – AIA A133-2019
- Exhibit “E” – AIA A201-2017
- Exhibit “F” – Insurance requirements

EXHIBIT "A" – Site Plan



Floor Plan Diagram  
Winnie Medical Clinic  
Winnie, TX

# EXHIBIT "B" – Clinic Floor Plan



**EXHIBIT “C” – Subcontractors Proposed List**

<b>Trade</b>	<b>Subcontractor A</b>	<b>Subcontractor B</b>	<b>Subcontractor C</b>
Earthwork			
Site Utilities			
Paving			
Landscaping			
Concrete			
Masonry			
Structural Steel - Fabricator			
Structural Steel - Erector			
Structural/Misc. Steel			
Architectural Metals			
Architectural Millwork			
Composite Metal Panels			
Waterproofing			
Roofing			
Glazing			
Doors & Hardware			
Drywall			
Ceramic Tile			
Flooring			
Acoustical Treatments			
Painting			
Audio-Video			
Security			
Plumbing			
Mechanical			
Electrical			
Telecommunications			

**EXHIBIT “D” – AIA A133-2019**

Attached - Three Documents

**EXHIBIT “E” – AIA A201-2017**

Attached

**EXHIBIT “F” – Insurance requirements**

Insurance	Coverage/ Limits	Other Requirements
<p>Commercial General Liability (Occurrence Basis)</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$2,000,000 Per Occurrence</li> <li>▪ \$4,000,000 General Aggregate</li> <li>▪ \$4,000,000 Products/Completed Operations Aggregate</li> <li>▪ \$2,000,000 Personal And Advertising Injury</li> <li>▪ Designated Construction Project(s) General Aggregate Limit</li> <li>▪ \$500,000 Damage to Rented Premises (each Occurrence)</li> <li>▪ \$10,000 Med Expenses (Any one Person)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CG 00 01</li> <li>▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10101 or an equivalent.</li> <li>▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties’ insurance being excess, secondary and non-contributing.</li> <li>▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers’ compensation state.</li> <li>▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> <li>○ Contractual Liability Limitation CG 21 39</li> <li>○ Amendment of Insured Contract Definition CG 24 26</li> <li>○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95</li> <li>○ Any Classification limitation</li> <li>○ Any Construction Defect Completed Operations exclusion</li> <li>○ Any endorsement modifying the Employer’s Liability exclusion or deleting exception to it</li> <li>○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage</li> <li>○ Any Habitational or Residential exclusion applicable to the Work</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>○ Any “Insured vs. Insured” exclusion except Named Insured vs. Named Insured</li> <li>○ Any Punitive, Exemplary or Multiplied Damages exclusion</li> <li>○ Any Subsidence exclusion</li> </ul>
Business Auto Liability	<p>Amount of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$1,000,000 Combined Single Limit</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CA 00 01</li> <li>▪ Arising out of any auto (Symbol 1), including owned, hired and non-owned</li> </ul>
Workers’ Compensation and Employer’s Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ Statutory Limits</li> <li>▪ \$1,000,000 Each Accident and Disease</li> <li>▪ Alternate Employer Endorsement</li> </ul>	<ul style="list-style-type: none"> <li>▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page</li> <li>▪ Such insurance shall cover liability arising out of the Contractor’s employment of workers and anyone for whom the Contractor may be liable for workers’ compensation claims. Workers’ compensation insurance is required, and no “alternative” forms of insurance shall be permitted.</li> <li>▪ Where a Professional Employer Organization (PEO) or “leased employees” are utilized, Contractor shall require its leasing company to provide Workers’ Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers’ Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.</li> </ul>
Excess Liability (Occurrence Basis)	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$10,000,000 Each Occurrence</li> </ul>	<ul style="list-style-type: none"> <li>▪ Coverage shall “follow form” over underlying policies listed herein.</li> </ul>
Subcontractor Default Insurance	<p>Amount to match cost to procure.</p>	
Professional Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$1,000,000 Each Claim</li> <li>▪ \$3,000,000 Annual Aggregate</li> <li>▪ If a combined Contractor’s Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Claim.</li> <li>▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement,</li> </ul>	<ul style="list-style-type: none"> <li>▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement.</li> <li>▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> <li>○ bodily injury or property damage where coverage is provided on</li> </ul> </li> </ul>

	<p>including but not limited to design or design/build services. Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement.</p>	<p>behalf of design professionals or design/build contractors</p> <ul style="list-style-type: none"> <li>○ habitational or residential operations</li> <li>○ mold and/or microbial matter and/or fungus and/or biological substance</li> </ul> <ul style="list-style-type: none"> <li>▪ Any retroactive date must be effective prior to beginning of services for the Owner.</li> <li>▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Contractor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.</li> </ul>
<p>Contractors Pollution Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$1,000,000 Each Claim</li> <li>▪ If a combined Contractor’s Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Claim.</li> <li>▪ The policy must provide coverage for: <ul style="list-style-type: none"> <li>○ the full scope of the named insured’s operations (on-going and completed) as described within the scope of work for this Agreement</li> <li>○ loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall</li> <li>○ third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations;</li> <li>○ diminution of value and Natural Resources damages</li> <li>○ contractual liability</li> <li>○ claims arising from non-owned disposal sites utilized in the performance of this Agreement.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured.</li> <li>▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> <li>○ Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable.</li> <li>○ impaired property that has not been physically injured</li> <li>○ materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval.</li> <li>○ property damage to the work performed by the contractor</li> <li>○ faulty workmanship as it relates to clean up costs</li> <li>○ work performed by subcontractors</li> </ul> </li> <li>▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work.</li> </ul>

		<ul style="list-style-type: none"> <li>▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years.</li> <li>▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence-based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.</li> </ul>										
<p>Builders Risk</p>	<ul style="list-style-type: none"> <li>▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence.</li> <li>▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing.</li> <li>▪ The policy must provide coverage for:</li> </ul> <table border="1" data-bbox="418 1213 927 1900"> <tr> <td data-bbox="418 1213 732 1249"> <ul style="list-style-type: none"> <li>▪ Agreed Value</li> </ul> </td> <td data-bbox="732 1213 927 1249">Included</td> </tr> <tr> <td data-bbox="418 1249 732 1585"> <ul style="list-style-type: none"> <li>▪ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse</li> </ul> </td> <td data-bbox="732 1249 927 1585">Included</td> </tr> <tr> <td data-bbox="418 1585 732 1669"> <ul style="list-style-type: none"> <li>▪ Debris removal additional limit</li> </ul> </td> <td data-bbox="732 1585 927 1669">\$1,000,000</td> </tr> <tr> <td data-bbox="418 1669 732 1795"> <ul style="list-style-type: none"> <li>▪ Earthquake and Earthquake Sprinkler Leakage</li> </ul> </td> <td data-bbox="732 1669 927 1795">\$5,000,000</td> </tr> <tr> <td data-bbox="418 1795 732 1900"> <ul style="list-style-type: none"> <li>▪ Flood</li> </ul> </td> <td data-bbox="732 1795 927 1900">\$5,000,000</td> </tr> </table>	<ul style="list-style-type: none"> <li>▪ Agreed Value</li> </ul>	Included	<ul style="list-style-type: none"> <li>▪ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse</li> </ul>	Included	<ul style="list-style-type: none"> <li>▪ Debris removal additional limit</li> </ul>	\$1,000,000	<ul style="list-style-type: none"> <li>▪ Earthquake and Earthquake Sprinkler Leakage</li> </ul>	\$5,000,000	<ul style="list-style-type: none"> <li>▪ Flood</li> </ul>	\$5,000,000	<ul style="list-style-type: none"> <li>▪ Insureds shall include Owner Parties, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds.</li> <li>▪ Such insurance shall cover: <ul style="list-style-type: none"> <li>○ all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling;</li> <li>○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site;</li> <li>○ all property including materials and supplies on site for installation;</li> <li>○ all property including materials and supplies at other locations but intended for use at the site;</li> <li>○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and</li> <li>○ other Work at the site identified in the Agreement to which this Exhibit is attached.</li> </ul> </li> <li>▪ No protective safeguard warranty shall be permitted.</li> <li>▪ The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise</li> </ul>
<ul style="list-style-type: none"> <li>▪ Agreed Value</li> </ul>	Included											
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	<ul style="list-style-type: none"> <li>▪ Freezing</li> <li>▪ Mechanical breakdown including hot &amp; cold testing</li> <li>▪ Ordinance or law</li> <li>▪ Pollutant clean-up and removal</li> <li>▪ Preservation of property</li> <li>▪ Theft</li> </ul> <p><b>Deductible shall not exceed</b></p> <ul style="list-style-type: none"> <li>▪ All Risks of Direct Damage, Per Occurrence, except Named Storm</li> <li>▪ Named Storm / Wind Storm</li> <li>▪ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence</li> <li>▪ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V</li> </ul>	<p>Included</p> <p>Included</p> <p>\$1,000,000</p> <p>\$25,000</p> <p>Included</p> <p>Included</p> <p>\$10,000</p> <p>2% TIV</p> <p>\$100,000</p> <p>\$100,000</p>	<p>provided for the Agreement Documents, until the earliest of:</p> <ul style="list-style-type: none"> <li>○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;</li> <li>○ occupancy, in whole or in part;</li> <li>○ the date on which release of substantial completion is executed; or</li> <li>○ the date on which the insurable interests of Contractor in the Covered Property has ceased.</li> </ul> <p>▪ A waiver of subrogation provision shall be provided in favor of all insureds listed above.</p>
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### General Insurance Requirements

1. **Definitions.** For purposes of this Agreement:

- a. “ISO” means Insurance Services Office;
- b. “Contractor” shall include the Contractor and its subcontractors of any tier; and
- c. “Owner or Owner Parties” means (a) The State Bar of Texas (referred to as “Owner”), (b) the Project, (c) any lender or loan guarantor whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Contract Documents.

2. **Policies.**

- a. Contractor shall maintain such Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall maintain such General Liability insurance in identical coverage, form and amount, including required endorsements, for at least ten (10) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.

b. All policies must:

- i. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
- ii. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
- iii. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
- iv. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner. iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. iv. The Owner shall have the right to prohibit the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

## **2. Limits, Deductibles and Retentions**

No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk.

## **3. Evidence of Insurance.**

- a. The Contractor shall furnish evidence of insurance to Owner that confirms all required insurance policies are in full force and effect. Evidence of insurance shall be in a form acceptable to Owner.
- b. Insurance must be evidenced as follows:
  - i. ACORD Form 25 Certificate of Liability Insurance for liability coverages
  - ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
  - iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
  - iv. ACORD Forms specify:
    - (a) Owner as certificate holder at Owner's mailing address;
    - (b) Insured's name, which must match that on this Agreement;
    - (c) Insurance companies producing each coverage and the policy number and policy date of each coverage;

- (d) Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
  - (e) Additional Insured status in favor of Owner Parties;
  - (f) Amount of any deductible or self-insured retention in excess of \$25,000;
  - (g) Designated Construction Project(s) General Aggregate Limit;
  - (h) Primary and non-contributory status; and
  - (i) Waivers of subrogation.
- v. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- vi. Copies of the following shall also be provided:
- (a) General Liability Additional insured endorsement(s);
  - (b) General Liability Schedule of Forms and Endorsements page(s); and
  - (c) 30 Day Notice of Cancellation endorsement applicable to all required policies.

#### **4. Contractor Insurance Representations to Owner Parties**

- a. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement.
- b. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance and offset all costs and expenses from the Contract Sum. Owner's exercise of this right shall not relieve or excuse Contractor from the obligation to obtain and maintain such insurance amounts and coverages.
- c. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Contract Agreement.

#### **5. Insurance Requirements of Contractor's Subcontractors**

- a. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional

insured status, and primary liability as required herein, and make them available to the Owner upon request.

- b. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self-insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

## 6. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use.

## 7. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**