



REQUEST FOR PROPOSALS

RFP NO. WC25-101725

Construction Manager-at-Risk for Washington County

SEALED STATEMENTS OF PROPOSALS TO BE SUBMITTED BEFORE:

Thursday, October 23, 2025 at 10AM

TO:

Washington County Clerk

100 E. Main, Suite 102

Brenham, TX 77833

Phone: 979-277-6216

Fax: 979-277-6278

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Washington County, the Washington County Fair Association Board of Directors, or any of the Architect's consultants except through the Architect's office, regarding this solicitation from the issuing date of the solicitation until the date the Washington County Commissioners Court meets to consider award of the Request for Proposal (RFP). Any such contact will be grounds for rejection of the respondent's proposal.

In compliance with this solicitation, the undersigned respondent having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFP for furnishing the services listed on the attached proposal form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: _____

By (Print): _____ Title: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

**Construction-Manager-at-Risk for Washington County
Request for Proposals # WC25-101725**

WASHINGTON COUNTY

Washington County Clerk

100 E. Main, Suite 102

Brenham, TX 77833

Phone: 979-277-6216

Proposals will be received, publicly opened, and acknowledged at 10AM on Thursday, October 23, 2025 in the Washington County Commissioner's Courtroom, at the following address: 100 E. Main, Suite 102, Brenham, TX 77833

PROCUREMENT SCHEDULE

RFP STAGE – Release of RFP _____ September 30, 2025
Advertisement Dates _____ October 4, 2025
_____ October 11, 2025
Deadline for Questions/Site Visits _____ October 16, 2025
RFP Submission Deadline _____ October 23, 2025 at 10AM
Evaluations _____ October 24-29, 2025
Possible Interviews _____ November 3-7, 2025
Owner CMAR Contract Negotiation _____ November 10-21, 2025
Owner Executes CMAR Agreement _____ December 1-5, 2025

A. PROJECT SUMMARY

Washington County is currently undergoing an extensive master planning process, which began with a Market and Utilization study completed by Hunden Partners in 2024. The market study is available to all respondents upon request from the Architect's office. Since that time, PlanNorth Architectural Co. has worked in association with Populous to complete the master plan and begin design work on key identified projects within/adjacent to Washington County's masterplan as shown in the attached progress update/site plan.

Key projects identified include:

1. **An open-air, covered arena** sited as shown in the concept drawings. Key features include:
 - Seating for 3500
 - Stalling for 150
 - Restrooms, offices, and possible Contestant and/or VIP areas (conditioned spaces)
 - Warm up arena
2. **Additions and Renovations to the Sales Facility**
3. Utility, electrical, drainage and maintenance upgrades
4. Roadway and entrance construction
5. Additional key projects resulting from the Masterplan

B. PROCUREMENT DELIVERY

Washington County will follow the Texas Local Government Code Section 2269 for this one-step process. The proposals will be opened on the date/time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee, and this committee will evaluate each proposal according to the criteria set forth in this RFP.

C. SCOPE OF SERVICES & REQUIRED TASKS

The Construction Manager at Risk (CM), operating as a member of an Owner – Architect – Construction Manager At Risk Team, will be responsible for (but are not limited to the following):

- Estimating of construction costs during the design stage of the project.
- Review of design to ensure cost integrity and value management opportunities.
- Technical consultation during the design stage of the project.
- Consultation on construction techniques, logistics, including early identification of long-lead material and equipment, phasing, etc.
- Direction of all construction activities.

Pre-Construction Phase

Pre-Construction services include, but are not limited to the following:

1. Preparation of Construction Estimates

- a. The Construction Manager's role during the design stage will be as an advisor on construction costs, and constructability. The CM will assist with cost estimates and various required pricing activities. The Construction Manager shall provide accurate analysis of the cost of all systems and construction contemplated for the project.
- b. The Construction Manager shall prepare detailed estimates of the cost of the work based on the following design package milestones:
 - i. 100% Schematic Design (SD)
 - ii. 100% Design Development (DD)
 - iii. 50% Construction Documents (CD)
- c. The extent of documentation for the estimates will be consistent with the documentation provided for pricing from the architect and engineers.

- d. There will likely be periodic construction estimates on specific phases of work as required in addition to the estimates listed above.

2. Site Logistics

- a. The Construction manager shall review the plans and specifications to determine the need for all temporary facilities necessary for construction, to include job site trailers, parking, and material lay down areas. The Construction Manager shall prepare a logistics plan for all phases of the work that indicates the temporary facilities, site access, visitors/staff, vehicle and pedestrian routes, barriers/fencing, material staging, crane locations, etc.

3. Review of Plans and Specifications

- a. The Construction Manager shall review all plans and specifications to provide information about systems and materials, availability of labor, time requirements for procurement and installation, relative costs of materials, and shall provide recommendations for economies as appropriate.

4. Technical Consultation

- a. The Construction Manager shall participate with the design team in the preparation of the performance specifications.

5. Long-Lead Procurement

- a. The Construction Manager shall identify, recommend for purchase, and expedite the procurement of equipment, materials, and supplies which require long-lead production and procurement timeframes.

6. Construction Schedule

- a. The Construction Manager shall develop the preliminary construction schedule in order to assist in establishing the Owner's Project Schedule. The Construction Manager shall prepare a preliminary construction schedule that identifies all major milestones, critical path, long lead procurement, decision points, submittals and procurement requirements, and activities that impact owner operations.

7. Preparation of Guaranteed Maximum Price

- a. Upon significant completion of the construction documents, the CMAR shall issue requests for proposals to qualified subcontractors/suppliers and provide evaluations to the Owner. The CMAR shall formally advertise request for procurement by assembling the required contract documents.
- b. The Construction Manager shall prepare a Guaranteed Maximum Price (GMP) for the entire construction project, clearly summarizing the cost of each component of the work. This GMP shall be the sum of:
 - i. The cost of General Conditions/General Requirements.
 - ii. The direct cost of the work (cost of the work to be performed and the materials to be purchased) including contractor contingency.
 - iii. Costs for permits, insurances, etc.
 - iv. The Construction Manager's fee.

- c. The Guaranteed Maximum Price amendment will be issued at or before the 75% Construction Documents stage of the project.

Construction Phase

1. General

- a. The Construction Manager shall coordinate the project to develop an orderly and controlled construction effort in the agreed time frame. The Construction Manager shall have a strong capability in site management, budgeting, cost estimating, scheduling, purchasing, quality control, management, and labor relations. The CM shall have a record of successful performance in furnishing the specialized services required in the management of construction projects.

2. Subcontracts

- a. The Construction Manager shall function as an independent contractor and will hold/administer all subcontracts and shall be responsible for all project administration including but not limited to: scheduling the work, verifying and approval of all required shop drawings and submittals, ordering and ensuring timely delivery of all required materials, enforcement of all OSHA safety regulations and approval of all material invoices and subcontractor pay requests.
- b. The Construction Manager shall conduct pre-construction conferences with successful subcontractors and shall schedule and conduct regular progress meetings to be attended by the appropriate trade subcontractors and representatives of Owner/Architect to discuss procedures, progress, problems, schedule, and equal employment opportunity. The Construction Manager shall prepare and distribute minutes of such meetings to those in attendance.

3. Schedule

- a. Prior to commencing construction, The Construction Manager shall be required to submit an overall baseline project schedule. The schedule shall be in Gantt chart format and include all construction activities.

4. Site Management

- a. The Construction Manager will be responsible for managing the site and coordinating all construction activities. The Construction Manager shall employ an experienced, competent superintendent who shall remain on-site continuously during construction activities and have authority to act on behalf of the Construction Manager.
- b. Washington County is committed to the safety of its employees and contractors. To that end, any firm awarded a contract shall be required to assure that all personnel assigned to the project are subject to Washington County's Safety and Security Policies.

5. Management Control System

- a. The Construction Manager shall implement a project management system during the construction of the Project for use in achieving the objectives of the Project in a timely, economical, and acceptable manner. This shall facilitate planning, organizing, scheduling, budgeting, reporting of construction progress, accounting, identifying variances and problems, and making decisions at all levels. The Construction Manager shall provide the services, facilities, equipment, and staff necessary to implement the project management system.
- b. The Construction Manager shall provide, over the course of the Agreement, the following for the review and approval of the Owner and Architect:
 - i. Construction phasing plans
 - ii. Construction schedules
 - iii. Construction cost information
 - iv. Subcontractor buy-out reports
 - v. Contingency usage reports
 - vi. Allowance usage reports
 - vii. Potential change order reporting
- c. The Construction Manager shall use the project management system during construction to:
 - i. Provide documentation of all changes made in the schedule and budget so that accountability between the original and the current approved schedule and budget is maintained.
 - ii. Provide reports necessary for effective control of the overall construction program. Reports shall be provided to the levels of management in detail consistent with their requirements and responsibilities, as requested by the owner and/or Architect.
 - iii. Provide Submittal and Shop Drawing Submission Log/schedule
 - iv. Provide Progress Payment Forms and Procedures

6. Accounting Records

- a. Financial and cost accounting records shall be maintained for all costs applied to the project. The Construction Manager shall be responsible for maintaining such records. The Construction Manager will provide an “open book” accounting type system throughout the course of the project. Any significant line-item reallocation within the GMP shall receive Owner and Architect approval. The Construction Manager shall make available all contracts, books, documents, and records necessary to verify the nature and extent of the costs of the execution of the contract.

7. Construction Manager’s Organization

- a. The services called for in this Agreement shall be performed by Construction Manager's own staff, unless otherwise authorized in writing by Owner. Owner's approval of the use of services of any person or firm by Construction Manager shall not be construed as constituting an Agreement between Owner and any such person or firm.
- b. Construction Manager shall perform all services under this Agreement in a competent and efficient manner. Owner may require Construction Manager to remove from the work any employee Owner deems incompetent, careless, or otherwise objectionable and to replace any such employee with suitable personnel.
- c. The Construction Manager shall establish and implement procedures for identifying all required submittals, shop drawings, catalogues, and samples and for expediting the processing and approval.

8. Bid Packages

- a. The Construction Manager shall be responsible for the preparation of the bidders list with input and approval from the Owner and Architect for the various bid packages. He shall have intimate knowledge of the available workforce in the locality of the project and the experience to analyze the subcontracting firms that may have the ability, as well as an interest, in bidding the work.
- b. Upon completion of the drawings for specific phases of the work, preparation shall be made for assembling the bid documents into appropriate bid packages. The number of separate bid packages or contracts shall be jointly determined by the Owner, Construction Manager, and the Architect. The CM shall assist the Project team in the development of bid packages with respect to efficiency and best value to the Owner.
- c. The Construction Manager shall be responsible for arranging pre-bid conferences for the purpose of informing prospective bidders of special conditions and project requirements.
- d. The Construction Manager shall obtain bids for each trade contract from an appropriate number of qualified bidders as to obtain the most reasonable price for acceptable work. The Construction Manager shall receive and evaluate bids, followed by review and approval with the Owner and Architect/Engineer.

9. Award of Sub-Contractor Bids

- a. The Construction Manager shall submit for approval by the Owner a standard form of Sub-Contractor Agreement and shall not deviate from this form without the written consent of the Owner.
- b. The Owner or his designated representative shall be responsible for approving awards of all sub-contracts after evaluation of bids and recommendation by Construction Manager. After approval is granted, the Construction Manager shall award the separate contracts as required to provide all labor and materials for complete

construction of the Project. The CM shall submit a Bid Tabulation for each bid package, including a recommendation for the Subcontractor firms representing the best value.

- c. Each sub-trade contract awarded by the Construction Manager shall be a separate agreement awarded on the basis of competitive bids, qualifications and negotiations.
- d. Any construction work that the Construction Manager intends to self-perform must be competitively bid and approved by the Owner in an open-bid process.

10. Project Closeout

- a. The Construction Manager shall identify all items of work to be completed or corrected to conform to the Contract Documents (“Punch List”) at the time of Substantial Completion of each phase of the work.
- b. The Construction Manager shall determine, with the concurrence of Owner and Architect, the amount of payment to be withheld (retained) from each trade contractor until Final Completion of each phase of the work.
- c. The Construction Manager shall secure the consent of his surety (bond company) and those of his trade contractors for a reduction in retainage or the remittance of Final payment(s).
- d. The Construction Manager shall transmit to Owner’s Representative all warranties, affidavits, receipts, releases, waivers, or bonds indemnifying Owner against liens.
- e. The Construction Manager shall be responsible for updating and maintaining Project record drawings. The Construction Manager shall forward to the Architect copies of the record drawings for review prior to Final Completion acceptance of the project by the Owner.
- f. The Construction Manager shall be responsible for preparing and submitting closeout documents (O&M’s, warranties, manufacturer / Contractor contact information, and project record drawings).

E. CONDITIONS OF RFP

The following instructions apply to all Proposals and become a part of terms and conditions of any qualifications submitted to the Washington County Clerk’s Office, unless otherwise specified elsewhere in this RFP. All Contractors are responsible for understanding and acknowledging these Terms and Conditions.

- 1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
 - a. **ARCHITECT** – the Project Architect, PlanNorth Architectural Co.
 - b. **ARCHITECT’S CONSULTANTS** – Subconsultants working under contract or in partnership with the Architect, including but not limited to the Civil Engineer, Structural Engineer, MEP Engineers, Associate Architect (Populous), Geotechnical Engineers, etc.

- c. **WASHINGTON COUNTY** - Same as County, Owner.
 - d. **COMMISSIONERS' COURT** - The elected officials of Washington County, Texas that are given the authority to exercise such powers and jurisdiction of all county business as conferred by the Constitution and Laws of the State of Texas.
 - e. **CONTRACT** - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - f. **CONTRACTOR** - The successful Contractor(s) of this proposal request. Note CONTRACTOR and CONSTRUCTION-MANAGER-AT-RISK (CM, CMAR) are used interchangeably.
 - g. **COUNTY** - The government of Washington County, Texas and its authorized representatives. The terms COUNTY and OWNER are used interchangeably.
 - h. **OWNER REPRESENTATIVE**- the authorized representative of Washington County (the Owner) or PlanNorth (the Architect), providing design and construction administration services for the project.
 - i. **SUB – CONTRACTOR** – Any contractor hired by the Contractor or Supplier to furnish material and services specified in this proposal request.
 - j. **SUPPLIER** – Same as contractor
2. Washington County is seeking to contract with a Construction Management firm, authorized to do business in the State of Texas.
 3. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Washington County and the successful Contractor for the period designated.
 4. If chosen as the Construction Manager for this project, the firm's leadership will be asked to sign a Construction Manager at Risk contract.
 5. **Proposals must be received by the County Clerk's Office prior to the time and date specified.**
 6. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any and all technicalities for the best interest of Washington County.
 7. Washington County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written communication will be considered.

8. Washington County reserves the right to reject any proposals that do not fully respond to each specified item.
9. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is non-transferable and non-assignable by either party.
10. Should the County elect to cancel this contract at any time for any reason, thirty-day written notice will be provided.
11. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
12. Title and Risk of Loss of the goods shall not pass to Washington County until the County accepts and takes possession of the goods at the point or points of delivery.
13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
14. CMAR Proposals may only be withdrawn after opening time with the approval of the Commissioner's Court and submission of a reason by the CM deemed acceptable by the Court.
15. Proposals will not be considered if submitted by telephone, fax, or any other means of dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
16. All proposals shall be submitted in accordance with the instructions contained herein. Washington County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the respondent to verify the accuracy of information received from sources other than Washington County. **It is recommended that respondents check the Washington County WEBSITE for addenda prior to submitting their proposals.**
17. There is no expressed or implied obligation for Washington County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.

18. **Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized representative of the CMAR. Company name and authorized signature shall appear in each space provided. The CM must include Employer Identification Number and signature for the proposal to be valid.**
19. Proposals must specify the number of consecutive calendar days required to reach substantial completion of the project listed under normal conditions. Failure to specify completion time or failure to comply with completion time will be considered cause to cancel the contract.
20. **The Contractor shall be responsible for following all provisions of Chapter 2258 of the Government Code relating to the payment of prevailing wages.**
21. Proposal/RFP tabulation result will be provided by Washington County once a contract has been awarded.
22. This Proposal will be made part of any resulting contract the County may enter. The terms and conditions of the County contained in this RFP or the plans for this RFP shall superseded those of the Contractor in the event of a conflict.
23. If any provision of this contract shall be considered to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract in invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
24. No oral statements of any person shall modify or otherwise change or affect the terms, conditions, or specifications. All amendments to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Washington County.
25. Contractors with questions regarding the proposal should submit them in writing to:

Paul Aschenbeck
PlanNorth Architectural Co.,
paul@plannorth.com

Contractors are prohibited from contacting the Architect's consultants or any other member of the design team regarding this proposal except through the above contact.

Direct ALL correspondence through the Architect's Designated Representation as stated above. Site visits are available upon request by contacting the contact above.

26. Fill out the proposal completely, identify the proposal name and number on the outside and return it to the Washington County Clerk's Office prior to the submission deadline. The proposal is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County via public addendum.
27. All proposals shall be prepared on the forms located herein.
28. During the evaluation process, Washington County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors
29. Response to this proposal should be clear and concise, addressing all requirements listed above and any other factors not specifically mentioned which could be advantageous to Washington County.
30. At the public opening, there will be no disclosure of contents and proposals. All pricing proposals/fees will be kept confidential during the negotiation process.
31. Washington County is exempt from Federal Excise, State Sales, and Transportation taxes. Tax exemption certificates will be executed by Washington County upon request.
32. Payment terms are no later than thirty (30) calendar days after the receipt of the invoice by the Washington County. Payments will be made after approvals at regularly scheduled meetings held by Washington County.
33. The Contractor agrees to extend prices and terms to all entities that have entered or will enter into joint purchasing inter-local cooperation agreement(s) with Washington County.
34. By submitting a response to this solicitation, the Respondent(s) agree to comply with HB 1295, Government Code 2252.908, if awarded a contract. Respondent(s) agrees to provide Washington County with the "Certificate of Interested Parties," Form 1295 as required, for renewals, amendments, or extensions to the contract.
35. Performance Standards:
 - a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
 - b. The personnel performing the services contracted herein shall be under the sole responsibility and employment of the Contractor.

- c. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.
- d. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.
- e. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.
- f. The Contractor shall be responsible for initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work herein contracted to be done.
- g. Contractor will be responsible for immediate notification of all damage to the property by the Contractor or its representative(s).

F. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

1. Washington County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Washington County, Texas in response to this RFP are subject to release by the County as public information. **If the Proposer believes that the proposal response, or part of it are confidential, as proprietary information, he must specify that either all or part is excepted and provide specific justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable.** All proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded.
2. Washington County, Texas assumes no responsibility for asserting legal arguments on behalf of Proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
3. Marking the entire Proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.
4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

G. CONFLICT OF INTEREST

1. The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any member of the commissioner's court, official, or director/manager of Washington County during the solicitation period of this RFP.
2. By signing and executing this Proposal, the Proposer certifies and represents to the County the Proposer has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.
3. Awarded contractor shall comply with the requirements of the Local Government Code 176.

H. ADDENDA AND MODIFICATIONS

1. Any changes, additions, or clarifications to the RFP will be made by public, numbered Addenda and must be acknowledged in the Proposal.
2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Architect. The interpretation will be made by written addendum issued by the County Clerk's Office. Such addendum will be posted on the Washington County website and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanation or interpretations will be binding. In order to have a request considered, the request must be submitted in writing and must be received by the Architect's Office no later than the question deadline.
3. All addenda, amendments and interpretations of this solicitation shall be in writing. Washington County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by Washington County in writing or in this RFP should be used in preparing Proposal responses.
4. The Washington County does not assume responsibility for receipt of any addendum by respondents.
5. All addenda must be acknowledged on the form.
6. The Commissioner's Court has delegated the right and responsibility for issuing any and all addenda to the County Clerk's Office.

I. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1. Each Respondent shall carefully examine all RFP documents, including all exhibits, and must demonstrate familiarity with requirements through their proposal.
2. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFP. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFP.
3. With the exception of interviews and other contact initiated by Washington County relevant to the selection process, applicants, their employees, or representatives, are prohibited from contacting any official or employee of Washington County except through the Architect's Office, in regard to this RFP from the issuing date of the RFP until the date the Washington County Commissioner's Court meets to consider award of the Contract. Any such contact attempts by proposing firms will be viewed by the County as grounds for rejection of the Respondent's Proposal.

J. BONDING REQUIREMENTS

1. All proposers must submit, with their proposal, a letter from their surety stating the firm's bonding capacity and ability to complete the work in Washington County. Firms must be authorized to do business in the State of Texas.
2. Upon the acceptance of a GMP for any construction project, the successful respondent must provide to Washington County, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after each GMP is award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating "A" or better. WASHINGTON COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT WASHINGTON COUNTY REJECTS THE PROPOSED SURETY COMPANY THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO WASHINGTON COUNTY.

K. TAXES

Washington County is tax exempt. Tax exemption certificates will be executed by the Washington County upon request.

L. INSURANCE

The Contractor shall procure and maintain at its sole cost and expense for the duration of this agreement insurance against claims for injuries to people or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein. All Certificates of Insurance and required endorsements shall be furnished to Washington County and approved by the County before work commences. The following listed Insurance Requirements are considered the "minimum" for the awarded Contractor.

1. COMMERCIAL GENERAL LIABILITY

- a. General Liability with minimum limit of \$1,000,000 per occurrence
- b. General Aggregate limit shall apply per project \$2,000,000
- c. Products-Comp/Ops Aggregate \$1,000,000
- d. Personal Injury & Adv. Liability \$1,000,000
- e. Additional Insured: The General Liability and Umbrella/Excess Liability Insurance Programs will be endorsed to add the following as Additional Insured: Washington County (ISO Policy Endorsements CG 20 10 or equivalent).
- f. Waiver of Subrogation: "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy.

2. AUTOMOBILE LIABILITY

- a. Minimum limit of \$1,000,000 to cover owned, non-owned, and hired autos
- b. Additional Insured: The Auto Liability Insurance Program will be endorsed to add the following as Additional Insured: Washington County.

3. UMBRELLA/EXCESS LIABILITY

- a. Umbrella Policy in the amount of not less than \$2,000,000 will be provided at the Contractor's expense.
- b. Additional Insured: The Umbrella//Excess Liability Insurance policy will be endorsed to add the following as Additional Insured: Washington County (ISO Policy Endorsements CG 20 10 or equivalent.)

4. ADDITIONAL REQUIREMENTS

- a. General Contractor will be responsible for all Subcontractor's work and or services provided, and it shall be the General Contractor's responsibility to ensure that

Subcontractors have sufficient insurance coverages for work or services for which the subcontractor is hired for this project.

- b. All Insurance Programs are to be endorsed to provide thirty (30) day notice of cancellation to the certificate holder.
- c. It will be the General Contractor and Subcontractor's responsibility to have policies and insurance coverages for their owned or rented tools and equipment required for this project.
- d. Insurance Carrier's AM Best's Rated A-7 or better and licensed to do business in the State of Texas.
- e. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Washington County.
- f. All insurance policies shall be furnished to Washington County upon request.

5. WORKERS COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Worker's compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his own policy and a coverage agreement is used, Contractor's and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- a. Employer's Liability limit of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

6. WORKER'S COMPENSATION GENERAL INSURANCE & REQUIREMENT:

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code Division of Worker's Compensation, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

- a. Definitions:
 - i. Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement)TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - ii. Duration of the project – includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - iii. Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) – includes persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent

Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - i. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - ii. No later than 7 calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- h. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - i. provide coverage, based on proper reporting of classification codes and payroll amounts in filing of any coverage agreement, which meets the statutory a requirement of Texas Labor Code, Section 401.011 (44) for all of its employees' providing services on the project, for the duration of the project;
 - ii. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

- iii. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- iv. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, Fire to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage during the duration of the project;
- v. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- vi. notify the governmental entity in writing by certified mail or personal delivery, within then (10) calendar days after the person knows or should have known, of any change that materially effects the provision of coverage of any person providing services on the project; and
- vii. contractually required each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7. CERTIFICATES OF INSURANCE Certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Washington County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates or insurance.

M. COMPLIANCE WITH LAW

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

N. INDEMNITY

The Contractor shall indemnify the County only to the extent of the liability that was caused by the Contractor. To the fullest extent by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability.

O. PROPOSAL

1. Proposals shall be limited to 50 pages.
2. The Proposer shall include all forms referenced. All blank spaces in forms shall be completed. Forms do not count towards the 50-page limit. Tabs/dividers are not required, and do not count toward the page limit.
3. If a proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent.
4. **Respondents must submit an original and four copies of their proposal to Washington County along with an electronic copy on a USB thumb drive in Portable Document Format (PDF).**
5. All submittals shall be submitted in sealed envelopes bearing the name of the individual or firm, their address, and labeled with the title and number of this RFP.
6. **All submittals must include the following exhibits included in this RFP:**
 - a. **Exhibit A – Conflict of Interest Questionnaire**
 - b. **Exhibit B – Vendor Certification Form**
 - c. **Exhibit C – Masterplan Progress Update (drawing from PlanNorth)**
 - d. **Proposal Evaluation Waiver (Section S)**
 - e. **Addenda Acknowledgement (Section T)**
 - f. **Certification of Proposal (Section U)**
 - g. **Fee Proposal Form (Section V)**

7. It is the sole responsibility of the individual or firm to ensure that the submittal is received by Washington County in a timely manner. Any submittals received after the scheduled deadline for receipt of submittals will be returned to the individual or firm unopened.

P. SCOPE OF SERVICES

The Proposer shall provide a response to each of the following items to receive consideration in the evaluation of qualifications for providing preconstruction and construction management services for this project. Any false or misleading information included in the proposals can be grounds for the removal of the firm's proposal from consideration. Please provide the following information in the sequence and format prescribed by this questionnaire. If the firm is a joint venture, provide information for all firms. The information requested below is to be provided in this format at the front of the proposal.

1. Capability of Organization to Provide CM Services

- a. Name of Firm
- b. Address
- c. Phone, Email, and Fax
- d. Form of Business Organization (corporation, partnership, individual, joint venture, other)
- e. Year founded
- f. Primary contact regarding this response
- g. How many years has your organization been in business in its current capacity?
- h. How many years has your organization been in business under its present name? Under what other former names has your organization operated?
- i. If your organization is a corporation, answer the following: date of incorporation, state of incorporation, President's name, Vice President's name(s), Secretary's name, and Treasurer's name.
- j. If your organization is a partnership, answer the following: date of organization, type of partnership (if applicable), name(s) of general partner(s).
- k. If your organization is individually owned, answer the following: date of organization, name of owner.
- l. If the form of your organization is other than those listed above, please describe it, and name the principals.
- m. Has your organization or any of the partners, principals, officers, or personnel filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? If so, please provide context and explanation of the relevant issues.
- n. Has your organization or any of the partners, principals, officers, or personnel been in litigation or arbitration with regard to construction contracts in the last five (5) years? Is any litigation currently pending? If so, please provide context and explanation of the relevant issues.
- o. What percentage of your work is repeat business with the same clients? List five (5) repeat clients who may be called upon for a reference.

- p. What is the bonding capacity of your firm?

2. **Firm Experience on Similar Project Types**

- a. List at least five (5) projects for which your firm has provided or is providing Construction Management services which are most relevant. In determining which projects are most relevant, consider:
 - i. County, City or State government facilities (publicly funded projects)
 - ii. Local/regional projects
 - iii. Related facilities
 - iv. Multi-phased programs of work
- b. **For each of the referenced projects, provide the following information: project name, project type, client name, construction cost, architect's name and contact, and final completion date. Include phone and email contact for each reference provided.**
- c. Identify the proposed team members who worked on these projects and their roles.

3. **Qualifications and Experience of Firm's Proposed Personnel**

- a. Describe the organization with clear lines of authority and communication protocol.
- b. Provide an organization chart including roles and responsibilities of the proposed staff.
- c. Name all key personnel who will be part of the CM team for this project and provide their cities/counties of residence. Provide summary resumes for proposed project team members, including their experiences with similar projects, and number of years with your firm. (Note: Key personnel must be committed this Project for its duration unless excused by the Owner.)
- d. Name any consultants who are included as part of the proposed team. Describe each consultant's role in the Project and their related experience. List projects on which your firm has previously collaborated with the consultant.
- e. The County does not require a Respondent to have or establish an office in Washington County. However, the County expects the successful Respondent and all members of the project team to make a significant commitment to servicing the Project, regardless of their geographic proximity to Washington County. Identify which core project team members will work full time on the project site during specific project phases.

4. **Technical Management Approach**

- a. Describe your firm's demonstrated technical competence and management qualifications for CMAR projects.
- b. Provide your communication plan and demonstrate how you will interface with the County, Architect, and Consultants to enhance the planning, design, and construction processes of this Project. Indicate your preferred Project Management Information System and experience with that Platform.
- c. Describe the types of records, reports, monitoring systems, and/or building information management systems which your firm utilizes in the management of its projects.
- d. Identify your personnel responsible for reviewing design and construction documents for completeness and constructability. Describe what methods you employ for

- coordination and distribution of construction documents during design and construction phases. Explain your process for working alongside the Architect both during design and construction.
- e. Describe how your project team will engage the County to obtain approvals at the appropriate phases to keep the project on schedule.
5. **Knowledge of Current Construction Methods & Technology**
- Describe the method/techniques you intend to utilize to plan and schedule on-time and on-budget delivery of this Project to satisfy the Owner's goals
 - Discuss your approach for developing bid packages and GMP proposals and describe specific advantages your methods provide to Washington County.
 - Demonstrate your cost control system used on similar projects in the past and describe your system and processes that will ensure that the executed GMP proposals will be within the County's budget established for this Project.
 - Describe the way your firm collaborates with the Architect to provide cost certainty and quality assurance during the pre-construction phase.
 - Describe your approach to value engineering and the services you offer to reduce the overall construction cost while adhering to the Owner's Program and budget.
6. **Ability to Manage Schedule and Budget**
- Describe, in detail, the project scheduling system or methodology you propose to use in delivery of this project.
 - Identify key steps, phases, milestones, approvals, and project meetings you anticipate in a proposed milestone schedule for the project.
 - Describe how you propose to meet construction schedule milestones without sacrificing quality of the construction work.
7. **Safety Program and Record on Past Projects**
- Document your safety methodology and include any technology or other assets that you use to successfully prevent and/or control reportable incidents and insurance claims and describe how they can be applied to this Project.
 - Provide your company's safety Experience Modifier Rate, Recordable Incident Rate, and your Loss Indicator Rate.
 - Has a severe injury or death of a worker occurred on a project managed by your company, or any employed subcontractor? If yes, provide additional information describing the incident and steps taken to mitigate future recurrence of the root cause.
8. **Innovative Approach to Problem-Solving**
- Elaborate on innovative construction methods, processes, and strategies that will be advantageous in the execution of this Project.
 - Discuss how your team is applying technology to improve project delivery.
 - Elaborate on any strategies that you believe will add value to the project
9. **Local Experience/Ability to Engage Local Subcontractors/Control Cost**
- State methods used to provide opportunity to local vendors, suppliers, and subcontractors.

- b. State ability to save costs by using local forces/technologies
- c. Elaborate on areas of work with which you have the ability to self perform

10. Forms

- a. **Exhibit A – Conflict of Interest Questionnaire**
- b. **Exhibit B – Vendor Certification Form**
- c. **Proposal Evaluation Waiver (Section S)**
- d. **Addenda Acknowledgement (Section T)**
- e. **Certification of Proposal (Section U)**
- f. **Fee Proposal Form (Section V)**

Q. EVALUATION AND AWARD

As the basis of award, the County intends to utilize the determination of “best qualified to provide the required services.” There is no guarantee expressed or implied that the County will provide work to all or any of the Respondents that submit a response to this RFP. The selection of the firm to provide professional services in connection with this project shall be on the basis of demonstrated competence and on the qualifications necessary for the satisfactory performance of the services required. A service agreement will be entered into with the most qualified firm who complies with the prescribed requirements. No service contract will be awarded until all necessary investigations have been completed regarding the responsibility and qualifications of the firm. Proposals will be reviewed and evaluated by a selection committee, and rated based on the following criteria below:

Criteria	Max Score
Fees/Cost Control Strategies	25 points
Qualifications, Experience and Reputation of Firm with Similar Programs	20 points
Capabilities, Qualifications and Experience of Proposed Team	20 points
Knowledge of Current Construction Methods and Technologies	10 points
Ability to Manage Schedule/Budget from Pre-Construction to Completion	15 points
Innovative Approach/Strategies to Problem Solving (Pre-Construction to Completion)	10 points
TOTAL	100 points

In the event that the County requires additional information or clarification, interviews may be conducted with selected individuals or firms at the sole discretion of Washington County. A selection committee will make a recommendation to the Commissioners Court for the final selection/award.

1. Washington County at its sole discretion, reserves the right to reject any or all Proposals, reject any particular item on a Proposal, and/or waive immaterial formalities and to accept the offer most advantageous to the County.
2. All Qualification Statements are evaluated for compliance with the RFP. Failure to comply with the listed Conditions of Proposals may result in disqualification of the Proposal.

3. Washington County does not reimburse firms submitting Proposals for costs incurred while preparing/submitting their proposal.
4. Any contract made, or purchase order issued, as a result of this RFP shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Respondent agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and local laws, regulations, and executive orders to the extent that the same may be applicable. Respondent understands and agrees that venue shall be in Washington County, Texas.

S. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Washington County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Proposal or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: _____

Address: _____

Proposer's Name: _____

Position/Title: _____

Proposer's Signature: _____

Date: _____

Subscribed and sworn to me on this _____ day of _____ in the year _____

Notary Public

My Commission expires _____

T. ADDENDA

The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No. _____ No. _____ No. _____
Date _____ Date _____ Date _____

U. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Contractor, and that the contents of this proposal have not been communicated to any other Contractor prior to the official opening.

Signed By: _____ Title: _____

Typed Name: _____

Company Name: _____

Mailing Address: _____

P.O. Box or Street City State Zip

Employer Identification Number: _____

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. WC25-101725

By signing below, Washington County agrees that this RFP WC25-101725 will be awarded to the proposer whose name appears above and both parties agree to the terms and conditions contained herein.

By: Washington County Clerk _____

Date: _____

Attest: Washington County Clerk _____

V. FEE PROPOSAL FORM

1.PRECONSTRUCTION FEES:

For all preconstruction services outlined in this RFP and in AIA Document 133-2019, the lump sum amount of: _____ Dollars,

(\$ _____). This fee shall include all personnel

expenses, project estimates, project schedules, phasing plans, value analysis and constructability reviews of plans and specifications, and overhead/profit.

2.CONSTRUCTION PHASE FEE (CMAR FEE):

For overhead and profit, the CMAR's fee will be equal to a percent (_____ %) of the Cost of the Work.

3.GENERAL CONDITIONS FEE:

For construction phase services, the CMAR's fee will be equal to a percent (_____ %) of the Cost of the Work.

4.ESTIMATED OTHER INCIDENTAL PROJECT COSTS

For costs not included in as part of the Contractor's Overhead and Profit or General Conditions, the CMAR's fee shall be:

By submitting this proposal, the respondent acknowledges that they have reviewed and agree with this RFP and all referenced documents in their entirety, allowing for the completion of the specified project(s).

Name of Proposer:

Address:

Phone: _____ Email: _____

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____

VENDOR CERTIFICATION FORM

1. Vendor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment or an offer of employment in connection with or arising from this RFP or subsequent contract.
2. Persons submitting a response to this RFP must comply with all applicable laws, ordinances and regulations including the provisions of the State of Texas "Local Government Code Chapter 176. As applicable, the person submitting a response to this RFP must complete and submit a Conflict-of-Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. A copy of the form can be found below or at the Texas Ethics Commission web site <http://www.ethics.state.tx.us/forms/CIQ.pdf>
3. Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirement applicable to proposers who are not Texas Residents. Under the Statute, a "Resident" vendor is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas or employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City / State) and or Number of employees based in Texas:
Address _____

Or Number of Employees that reside in Texas: _____

4. **Debarment Certification:** Vendor certifies neither the owner or principal owner has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register and Rules and Regulations:

___ No, Vendor is not currently debarred, suspended or otherwise ineligible.
___ Yes, Vendor is currently debarred, suspended or otherwise ineligible.
5. In accordance with Chapter 2270 of the Texas Government Code, by accepting this contract, you verify that your firm does not Boycott Israel, and agree that during the term of this agreement will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001 as amended.
6. Texas Government Code, Subchapter F, Prohibition on Contracts with Certain Companies, Section 2252.152, Vendor certifies they do not do business with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

VENDOR CERTIFICATION. The undersigned, on behalf of Vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project, and is in all respects fair and without collusion, fraud or unlawful acts.

It is further certified that the person whose signature appears below is legally empowered to bind the Company in whose name the proposal is entered.

Submitted this _____ day of _____, _____ by and for the Company identified as follows:

Signature: _____

Printed Name: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



KEYNOTES

1. BARN 1
2. BARN 2
3. BARN 3
4. SALES FACILITY
5. HORSE BARN
6. FOOD COURT
7. ENTERTAINMENT
8. QUONSET HUT
9. EVENT CENTER
10. EXPO OFFICE
11. MAIN ENTRY (EXISTING)
12. SHERIFF'S OFFICE/JAIL
13. WC EMERGENCY MEDICAL SERVICE
14. MAIFEST BARN
15. PROPOSED COVERED ARENA
16. PROPOSED COVERED WARM-UP PENS
17. PROPOSED COVERED STALLS
18. FUTURE EVENT CENTER LOCATION
19. COMMERCIAL EXHIBITS
20. FUTURE JUDICIAL CENTER
21. PROPOSED NEW EXPO CENTER ENTRY
22. SECURE INMATE PASSAGE
23. RABBIT BARN
24. RESTROOMS
25. VIP BUILDING
26. SECURITY BUILDING
27. BEVERAGE CENTER
28. RESTROOMS
29. SALLYPORT

LEGEND

- | | | | |
|--|--|---|---|
| EXISTING BUILDING | STUDY FOR IMPROVEMENTS/POSSIBLE FUTURE REPLACEMENT/RENOVATIONS | POSSIBLE NEW CONSTRUCTION | POTENTIAL PARKING |
|--|--|---|---|



WASHINGTON COUNTY EXPO MASTER PLAN PROGRESS UPDATE - 9/23/2025

THIS IS A PROGRESS UPDATE AND DOES NOT INDICATE THE COMPLETE MASTERPLAN
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

PLAN**NORTH**
ARCHITECTURAL CO.