REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER AT RISK

STEP ONE OF A TWO-STEP SELECTION PROCESS

9th & Main Parking Garage

911 Main Street, Georgetown, Williamson County, Texas

RFQ No. CMAR-2026-01

Issued by:

Texas Municipal League Intergovernmental Risk Pool

as Developer under the Project Development Agreement (Parking Garage) and as agent for the City of Georgetown, Texas

1821 Rutherford Lane, Austin, Texas 78754

Program and Project Manager: CPM Texas
Project Architect: Perkins & Will
Project Civil Engineer: Kimley-Horn

RFQ Issued:	October 14, 2026
MANDATORY Pre-Submittal Conference:	October 28, 2026, 2:00 PM CT
Deadline for Written Questions:	October 30, 2026, 2:00 PM CT
Statements of Qualifications Due:	November 12, 2026, 2:00 PM CT

This solicitation requests qualifications only. Do not submit any pricing for this Project, including proposed fees, general conditions prices, rates, or markups. Historical cost information for the Respondent's past projects is required and is not prohibited. See Section 8.1.

TABLE OF CONTENTS

TABLE OF CONTENTS 2
ARTICLE I. INTRODUCTION 3
ARTICLE II. DEFINITIONS 5
ARTICLE III. NOTICE TO RESPONDENTS 6
ARTICLE IV. PROJECT BACKGROUND 9
ARTICLE V. SCOPE OF CMAR SERVICES 12
ARTICLE VI. MINIMUM QUALIFICATIONS (PASS / FAIL) 14
ARTICLE VII. EVALUATION AND SELECTION PROCESS 16
ARTICLE VIII. SUBMISSION REQUIREMENTS 19
ARTICLE IX. GENERAL TERMS AND CONDITIONS 21
ARTICLE X. CERTIFICATION AND ACKNOWLEDGMENT 24
ARTICLE XI. CERTIFICATIONS REQUIRED BY THE STATE OF TEXAS 25
APPENDIX A - Company Overview 27
APPENDIX B Minimum Qualifications Certification (Pass / Fail) 28
APPENDIX C Key Personnel and References 30
APPENDIX D Project Experience Form 32
APPENDIX E Capacity, Workload, and Availability 34
APPENDIX F Claims, Suits, and Terminations Disclosure 36
APPENDIX G Safety Record 37
APPENDIX H Certifications Required by the State of Texas 38
APPENDIX I Evaluation Scoring Matrix 39
ATTACHMENT 1 Preliminary Project Scope Document
ATTACHMENT 2 Conceptual Renderings and Site Plan
ATTACHMENT 3 Insurance Requirements to this RFQ

ARTICLE I. INTRODUCTION

The Texas Municipal League Intergovernmental Risk Pool ("TMLIRP" or "Developer"), a Texas administrative agency established by Texas local governments pursuant to Chapters 791 and 2259 of the Texas Government Code and Chapter 504 of the Texas Labor Code, is seeking Statements of Qualifications from firms with substantial and directly relevant experience to serve as Construction Manager at Risk ("CMAR") for the design-phase and construction-phase delivery of the 9th & Main Parking Garage in Georgetown, Texas (the "Project").

TMLIRP issues this Request for Qualifications ("RFQ") in its capacity as Developer under that certain Project Development Agreement (Parking Garage) among the City of Georgetown Transportation Enhancement Corporation ("GTEC"), the City of Georgetown, Texas (the "City"), and TMLIRP (the "Project Development Agreement"), and as the City's agent for the design, development, financing, and construction of the Project pursuant to Section 271.908 of the Texas Local Government Code.

TMLIRP is procuring the construction contract for the Project using the Construction Manager at Risk method under Subchapter F, Chapter 2269 of the Texas Government Code. The parties have determined, pursuant to Section 2269.056 of the Texas Government Code, that the CMAR method provides the best value for the Project.

1.1 Two-Step Selection Process

This selection is a two-step process conducted in accordance with Section 2269.253 of the Texas Government Code.

- **Step One (this RFQ).** Respondents submit a Statement of Qualifications ("SOQ"). SOQs are evaluated against the minimum qualifications and the weighted selection criteria published in Article VII. No fees, prices, rates, general conditions costs, or other cost information are requested or permitted in Step One, and none will be considered.
- **Step Two (by invitation only).** TMLIRP may request that five (5) or fewer Respondents, selected solely on the basis of qualifications, submit additional information, including the CMAR's proposed fee and the price for fulfilling the general conditions. TMLIRP does not guarantee that five Respondents will be shortlisted. Interviews may be conducted in either step as described in Section 3.8.

1.2 City Participation and Approval

Under the Project Development Agreement, the City has specific rights in this procurement. Respondents are advised that:

- This RFQ, the advertisement, and the advertisement schedule have been submitted to the City for review and approval prior to issuance.
- The City is entitled to have at least two (2) representatives participate in the CMAR selection process, and will serve on the Evaluation Committee.
- The City will receive written notice of, and may attend, the pre-submittal conference, the public opening, and all meetings at which SOQs and proposals are evaluated.
- The selection of the CMAR is subject to the City's review and approval prior to award and execution of the Construction Contract.

1.3 Project Team Already Engaged

The Project Architect is Perkins & Will. The Project Civil Engineer is Kimley-Horn. CPM Texas serves as TMLIRP's third-party program and project manager and coordinates the development process on behalf of TMLIRP, including coordination of design, procurement, permitting, construction administration, budget tracking, and Project reporting. The selected CMAR will work directly with these parties.

ARTICLE II. DEFINITIONS

Capitalized terms used in this RFQ have the meanings set forth below. Capitalized terms used but not defined in this RFQ have the meanings assigned in the Project Development Agreement or in the form of CMAR Agreement to be provided in Step Two.

Term	Meaning
City	The City of Georgetown, Texas, a Texas home rule municipality, which owns the Land and will own the completed Project.
CMAR	The Construction Manager at Risk selected through this two-step process, which will serve as general contractor and provide consultation during design and construction in accordance with Subchapter F, Chapter 2269, Texas Government Code.
Construction Contract	The contract between Developer and the CMAR for construction of the Project, anticipated to be a modified AIA A133 with a modified AIA A201, to be provided with the Step Two Request for Proposals.
Developer or TMLIRP	Texas Municipal League Intergovernmental Risk Pool, the issuer of this RFQ, acting as the City's agent for the Project.
Evaluation Committee	The committee appointed by TMLIRP to evaluate and rank SOQs, which will include at least two (2) City representatives.
GMP	Guaranteed Maximum Price, established by one or more GMP Amendments to the Construction Contract.
Key Personnel	The individuals identified in Appendix C who will be committed to the Project in the roles indicated.
Program Manager	CPM Texas, TMLIRP's third-party program and project manager for the Project.
Project	The design and construction of the four-level structured parking garage, the ground-floor Retail Space, and ancillary facilities described in Article IV.
Respondent	The entity submitting an SOQ in response to this RFQ.
Retail Space	Approximately 16,000 square feet of ground-floor retail space fronting Ninth Street and Main Street, to be delivered in a cold, dark shell condition.
SOQ	A Statement of Qualifications submitted in response to this RFQ.

ARTICLE III. NOTICE TO RESPONDENTS

3.1 Notice and Availability

Statements of Qualifications are due on or before **2:00 PM CT, November 12, 2026**. Notice of this RFQ has been published in a newspaper of general circulation in Williamson County, Texas, in accordance with applicable procurement laws.

This RFQ, its attachments, and all addenda are issued by TMLIRP and are available on the TMLIRP procurement website at https://tmlirp.org/procurement. Respondents are responsible for checking that site for addenda prior to the due date and time.

Only documents obtained from the TMLIRP procurement website, together with any addenda issued by TMLIRP, constitute the official solicitation. TMLIRP accepts no responsibility for the receipt of solicitation documents, addenda, or specifications obtained through any other source.

This RFQ is issued by TMLIRP as Developer and as the City's agent. TMLIRP will receive, publicly open, evaluate, and rank all SOQs.

3.2 Receipt of Statements of Qualifications

SOQs shall be submitted electronically via email to purchasing@tmlirp.org. The solicitation number, services being proposed, and the date and time of the proposal closing shall be typed in the subject line of the email. Each SOQ shall consist of one (1) searchable, bookmarked PDF containing the complete submittal organized in the order required by Article VIII. Limit email size to 10MB. If more than one email is needed, indicate in the subject line (e.g. email 1 of 2).

The mere fact that an SOQ was transmitted will not be considered. It is the Respondent's responsibility to confirm that the complete SOQ was successfully submitted prior to the deadline. Late SOQs will not be accepted or considered, regardless of the reason for lateness, including technical difficulty on the Respondent's end.

Do not submit password protected, encrypted, or otherwise restricted files. A Respondent may withdraw or replace its SOQ by submitting a new email prior to the due date and time. Include “REPLACEMENT” in the email subject line as needed.

3.3 Questions and Inquiries

All questions and inquiries regarding this RFQ shall be submitted in writing by email to the single point of contact identified below, with copy to purchasing@tmlirp.org. Include the RFQ number and services in the subject line. The deadline for written questions is **2:00 PM CT, October 30, 2026**. Questions received after that deadline will not be answered.

Single Point of Contact:	John Duke, Principal, CPM Texas, on behalf of TMLIRP
Email:	jduke@cpmtx.com; purchasing@tmlirp.org
Phone:	512-298-1700

Telephone inquiries may be made regarding process and logistics only. Any question bearing on the substance of this RFQ, the Project, or the evaluation must be submitted in writing and will be answered only by written addendum. Oral interpretations are not binding and are without legal effect.

All material modifications, clarifications, and interpretations will be issued by written addendum posted to the TMLIRP procurement website. Only written information issued by addendum is binding. Respondents must acknowledge receipt of all addenda in the SOQ.

3.4 Restriction on Communication

From the date this RFQ is issued until the date the Construction Contract is awarded, Respondents and their representatives shall not contact or attempt to contact any elected official, board member, officer, employee, or representative of TMLIRP, the City, GTEC, the Project Architect, the Project Civil Engineer, or the Program Manager regarding this procurement, except through the single point of contact identified in Section 3.3. Any ex parte communication may be grounds for disqualification of the offending Respondent from this and any future solicitation.

3.5 Schedule of Important Dates

Milestone	Date
RFQ issued	October 14, 2026
Mandatory pre-submittal conference	October 28, 2026, 2:00 PM CT
Deadline for written questions	October 30, 2026, 2:00 PM CT
Statements of Qualifications due and public opening	November 12, 2026, 2:00 PM CT

TMLIRP reserves the right to modify these dates by addendum.

3.6 Mandatory Pre-Submittal Conference

Attendance at the pre-submittal conference is MANDATORY. A Respondent that does not attend and sign in will be determined non-responsive, and its SOQ will not be evaluated.

Date and time	October 28, 2026, 2:00 PM CT
Location	Texas Municipal League Intergovernmental Risk Pool, 1821 Rutherford Lane, Austin, Texas 78754
Sign-in	Each attending firm must sign in and identify the firm it represents. Sign-in closes at the start of the conference.

Attendance does not relieve a Respondent of the obligation to submit substantive questions in writing by the deadline in Section 3.3.

3.7 Public Opening

At the time and date SOQs are due, TMLIRP will publicly open the SOQs and read aloud the names of the Respondents. The opening will be conducted virtually. A meeting link will be posted to the TMLIRP procurement website in advance of the opening.

No fees or prices will be read aloud because none are requested or permitted for this Project in Step One. Contents of SOQs will not otherwise be disclosed at the opening.

3.8 Interviews

TMLIRP may, in its sole discretion, conduct interviews or presentations with some or all Respondents in Step One, and may conduct interviews or presentations with shortlisted firms in Step Two. TMLIRP may also make a shortlist determination and a selection without conducting any interview, based solely on the written submittals and the results of reference and background verification.

If interviews are conducted, Respondents will not be permitted to alter or amend a submitted SOQ, and no pricing for this Project may be requested or discussed in Step One.

ARTICLE IV. PROJECT BACKGROUND

4.1 Site

The Project is located at 911 Main Street, Georgetown, Williamson County, Texas, at the corner of 9th and Main Streets in downtown Georgetown. The site is a City-owned tract of approximately 1.32 acres, legally described as Glasscock Addition, Block 1, Lots 1 through 8 (Williamson CAD Property ID R042404). The site is zoned MU-DT.

4.2 Project Description

The Project consists of a four-level public parking garage with ground-floor retail. Preliminary yield, subject to confirmation and adjustment as design is refined, is as follows:

- Approximately 168,000 square feet of structured parking.
- Not less than four hundred thirty-five (435) parking spaces, with the current design targeting up to four hundred forty-eight (448) spaces.
- Approximately 16,000 square feet of ground-floor retail core and shell fronting Ninth Street and Main Street.

Structured parking area and retail area are stated separately and are not to be combined. The parking structure is anticipated to be constructed primarily of precast concrete. The final parking count, parking area, and retail area will depend on the completed structural layout, circulation, access, building systems, and other Project requirements.

- The garage extends above the Retail Space along Main Street. It is not anticipated to extend above the Retail Space along Ninth Street.
- Retail spaces on both frontages are anticipated to be double-height and will be delivered as core and shell in a cold, dark shell condition. Tenant-specific design and construction are not in the Project scope.
- The garage will include a mix of standard, oversized, and limited compact parking spaces, with final configuration established through design.
- The exterior architectural treatment will be enhanced and appropriate for the downtown Georgetown location, commensurate with the conceptual renderings presented to Georgetown City Council in May 2026.
- Project scope includes garage signage and wayfinding, vertical circulation, building systems serving the garage and retail shell, utility laterals and service connections, site improvements within the Project limits, and public right-of-way improvements within the back-of-curb limits adjacent to the Project consistent with the City's Downtown Master Plan.

A copy of the Preliminary Project Scope Document (Exhibit "B" to the Project Development Agreement) is attached to this RFQ as **Attachment 1** and is incorporated by reference. Respondents should review it in full.

4.3 Estimated Budget

The estimated budget for the Project is **$26,735,808**. This figure is the hard cost construction budget for the Project.

The estimated budget is inclusive of forward escalation to the anticipated date of the Guaranteed Maximum Price, preconstruction phase fees, and contractor held contingency. It does not include owner contingency.

This figure is provided for informational and planning purposes in accordance with Section 2269.253 of the Texas Government Code. It does not establish a Guaranteed Maximum Price, does not constitute a commitment to expend funds, and is subject to refinement through design. **Respondents shall not submit any fee, price, or cost information in response to this RFQ.**

4.4 Anticipated Project Schedule

Preconstruction services are anticipated to begin at or near the start of schematic design and to run concurrently with design. The milestones below are drawn from the current Project schedule dated September 16, 2026. They are preliminary, are provided for information only, and are subject to change.

Milestone	Anticipated
CMAR agreement negotiated and executed	February 2027
Preconstruction phase services begin	February 2027
Schematic design estimate by CMAR	February to March 2027
City Council meeting	April 2027
Precast supplier procurement	April to May 2027
Design development estimate by CMAR	May to June 2027
Construction documents complete	September 2027
Subcontractor bidding and GMP development	September to November 2027
Owner review and GMP approval	November to December 2027
Notice to Proceed with construction	December 2027
Substantial Completion	April 2029

Substantial Completion. The Project Development Agreement establishes a Substantial Completion deadline of two (2) years following Commencement of Construction, subject to extension for Force Majeure and other permitted delays. That date is the outside date, not the target. TMLIRP intends for the Project to reach Substantial Completion in less time than the outside date, and schedule performance is a material consideration in this selection.

In Step Two, shortlisted firms will be asked to propose a construction duration and a supporting summary schedule. The duration agreed with the selected CMAR will be incorporated into the Construction Contract and the GMP Amendment. Respondents should not propose a duration, a schedule, or a completion date in Step One.

4.5 Known Project Conditions and Constraints

Respondents are advised of the following conditions, which are not fully resolved and which should inform the SOQ response:

- **Occupied downtown block.** The site fronts Main Street and Ninth Street in an active downtown district with adjacent businesses, pedestrian traffic, and community events. Erection of a precast

structure on this block will require disciplined staging, crane planning, lane and sidewalk management, and business and event coordination.

- **Site logistics and constraints.** The Project site is tight, urban, and surrounded on its frontages by active street and pedestrian traffic. Laydown, material storage, hoisting, worker parking, and construction access are all constrained. The Respondent's ability to plan and execute around those constraints is a significant factor in this selection.
- **Early precast procurement.** The CMAR will engage the precast subcontractor as a delegated design item. Procurement of precast is a critical path item, and early release of precast materials will be structured as a GMP Amendment. Multiple GMP Amendments are anticipated during design as discrete early procurement packages are released.
- **Subsurface and utility investigation.** Survey, geotechnical, and subsurface utility engineering work is being advanced separately and concurrently with conceptual design. Utility relocation needs and potential upgrades are being identified.

ARTICLE V. SCOPE OF CMAR SERVICES

The scope summarized below is provided so that Respondents may assess fit and respond meaningfully in Step One. The full scope of services will be set out in the form of CMAR Agreement provided with the Step Two Request for Proposals.

5.1 Preconstruction Services

- Constructability review and design assistance from schematic design through construction documents, coordinated with the Project team.
- Cost estimating at schematic design, design development completion, and construction documents, with additional estimates as material new scope is identified, particularly civil items arising from utility and site investigation work. All estimates are shared with the City for a fifteen (15) business day review.
- Reconciliation of each CMAR estimate against the approved Project budget and against the CMAR's prior estimate, with a documented, line by line variance analysis explaining what changed and why.
- Value analysis, systems and materials studies, and structured value engineering when estimates trend above budget.
- Schedule development and maintenance, including logic-driven preconstruction, procurement, and construction schedules.
- Long lead identification, early procurement packaging, and engagement of the precast subcontractor as a delegated design item.
- Site logistics planning, phasing, and coordination with City departments for downtown impacts.
- Permitting support and coordination with the City review process.

5.2 Construction Services

- Establishment of the GMP through one or more GMP Amendments, including early release packages for precast and other long lead items.
- Public advertisement for bids or proposals from trade contractors and subcontractors for all major elements of the work other than minor work included in the general conditions, and selection in accordance with Chapter 2269 of the Texas Government Code. The CMAR may seek to self-perform portions of the work only as permitted by Chapter 2269 and the Construction Contract.
- **Good faith effort for historically underutilized businesses.** The Project Development Agreement requires that contracts for more than $3,000 and less than $100,000, other than those for professional services, comply with the historically underutilized business requirement of Section 252.0215 of the Texas Local Government Code. The CMAR will be required to make and document a good faith effort to solicit historically underutilized businesses for each such subcontract and purchase order, including contacting qualified firms identified through the HUB directory maintained by the Texas Comptroller of Public Accounts, and to furnish records of those efforts to TMLIRP on request. See Section 9.7.
- Full general contracting services, including means and methods, safety, quality control, and schedule management.
- Delivery of the Retail Space in a core and shell condition, as further described in the Preliminary Project Scope Document.

- Closeout in accordance with the City's standard requirements for acceptance of a public works project, including as-built drawings, operations and maintenance manuals, warranties, consent of surety, and lien waivers.

5.3 Bonds, Insurance, and Contract Form

The items in this Section are obligations of the selected CMAR that arise after award. Nothing in this Section is a Step One submittal requirement. No bond, bid security, or cashier's check is to be submitted with a Statement of Qualifications.

- Payment and performance bonds in the amount of the Guaranteed Maximum Price, in accordance with Chapter 2253 of the Texas Government Code, delivered not later than the tenth (10th) day after the GMP Amendment is signed. Maintenance bonds in the amount of 100% as required by the City. Bonds shall be issued by a surety authorized to do business in Texas and listed on the U.S. Department of the Treasury Listing of Approved Sureties.
- Any financial security required during the preconstruction period, prior to establishment of the GMP, will be addressed in the CMAR Agreement.
- Bid or proposal security from trade contractors and subcontractors, where required, will be addressed in the CMAR Agreement and in the subcontractor procurement documents.
- Insurance meeting the requirements outlined in Attachment 3 – Insurance Requirements to this RFQ.
- The Construction Contract is anticipated to be a modified AIA A133 with a modified AIA A201. The form will be issued with the Step Two Request for Proposals, and exceptions will be taken on a form provided at that time. Exceptions are not requested and will not be considered in Step One.

ARTICLE VI. MINIMUM QUALIFICATIONS (PASS / FAIL)

The requirements in this Article are threshold requirements. An SOQ that does not demonstrate compliance with every minimum qualification will be determined non-responsive and will not be scored or ranked. TMLIRP reserves the right to waive minor informalities and to request clarification of a submitted SOQ, but will not waive MQ-2 through MQ-5. Respondents must complete and sign the Minimum Qualifications Certification at Appendix B and provide the supporting documentation identified for each requirement.

ID	Minimum Qualification	Evidence Required
MQ-1	Legal capacity. Respondent is a legal entity in good standing, authorized to do business in the State of Texas, and holds all licenses and registrations required to perform the work. Respondent has not been debarred from doing business in the State of Texas.	Appendix A and signed Appendix B.
MQ-2	Firm precast garage experience. Respondent has served as general contractor or construction manager at risk on at least one (1) completed precast concrete parking structure of not less than three hundred (300) parking spaces, for which Final Completion occurred within the five (5) years immediately preceding the SOQ due date. The parking structure may be a component of a larger project.	Appendix D project form for each qualifying project, including owner reference, space count, structural system, contract value, and Final Completion date.
MQ-3	Key Personnel precast garage experience. The proposed Project Manager and the proposed Superintendent have each served on at least one (1) completed precast concrete parking structure for which Final Completion occurred within the five (5) years immediately preceding the SOQ due date. Service as assistant project manager or assistant superintendent qualifies, as does service in an equivalent or higher supervisory capacity. Experience gained at a prior employer qualifies if the prior employer is identified.	Appendix C personnel matrix and resumes, identifying the qualifying project, the role held, the dates, and the employer at the time.
MQ-4	Bonding capacity. Respondent can furnish payment and performance bonds in the full amount of the GMP from a surety authorized to do business in Texas, listed on the U.S. Department of the Treasury Listing of Approved Sureties, and rated not less than A- VII by A.M. Best.	Original letter from the surety or its authorized agent, dated within ninety (90) days of the SOQ due date, stating single-project bonding capacity, maximum aggregate bonding capacity, current aggregate backlog against that capacity, and the surety's rating.
MQ-5	Performance record. Within the five (5) years immediately preceding the SOQ due date, Respondent has not (a) been terminated for cause on any construction contract, (b) failed to complete a construction contract awarded to it, or (c) had a surety complete or take over any of its work.	Signed Appendix F disclosure. A disclosed event of the types listed above is disqualifying. Related litigation, arbitration, or claims that did not result in one of those three outcomes are disclosed under Appendix F and evaluated, not disqualifying.
MQ-6	Insurance. Respondent acknowledges in writing that it is able to obtain and maintain, and to cause its subcontractors to obtain and maintain, the insurance coverages and limits described in Attachment 3 of this RFQ.	Acknowledgment on Appendix B, plus a current certificate of insurance evidencing existing coverage.
MQ-7	Required certifications. Respondent submits all certifications required by the State of Texas and a	Signed Appendix H and Form CIQ.

ID	Minimum Qualification	Evidence Required
	completed Conflict of Interest Questionnaire, and complies with the restriction on communication in Section 3.4.	

Note on the five-year window. "Final Completion within the last five (5) years" means Final Completion occurred on or after October 1, 2021. A project that is substantially complete but not finally complete as of the SOQ due date does not satisfy MQ-2 or MQ-3.

ARTICLE VII. EVALUATION AND SELECTION PROCESS

7.1 Best Value Determination

Pursuant to Chapter 2269 of the Texas Government Code, TMLIRP will select the offeror whose proposal offers the best value for the Project based on the published selection criteria, the weighted value assigned to each criterion, and the ranking of the evaluation results, subject to the approval of the City.

7.2 Responsiveness and Minimum Qualifications (Pass / Fail)

Each SOQ will first be reviewed for responsiveness, for attendance at the mandatory pre-submittal conference, and for compliance with the minimum qualifications in Article VI. SOQs that are incomplete, that fail any minimum qualification, that exceed the page limits in Article VIII in a manner that cannot be cured by removing excess pages, or that contain pricing for this Project will be determined non-responsive and will not be scored.

7.3 Weighted Selection Criteria

Responsive SOQs will be evaluated and scored by the Evaluation Committee against the following criteria and weights. Each evaluator assigns a rating of 0, 1, 2, or 3 to each criterion. The weighted score for a criterion is the rating multiplied by the criterion weight, for a maximum of three hundred (300) weighted points.

Criterion	Weight	Max	What is Evaluated
1. Project Team and Key Personnel	30	90	Qualifications, directly relevant precast parking structure experience, and demonstrated performance together as a team of the proposed Key Personnel. Depth of the organization behind them and identified succession if a Key Person is lost. Percent of time committed and percent on site. Strength and verifiability of personnel references.
2. Firm Experience on Comparable Projects	30	90	Depth and relevance of the firm's completed precast parking structure and structured parking experience. Experience delivering under the CMAR method with a GMP, including in Texas under Chapter 2269. Experience delivering retail core and shell, whether or not integrated into a parking structure. Demonstrated cost and schedule performance on the submitted comparable projects, including initial versus final schedules and costs and the reasons for any disparity. Owner references.
3. Preconstruction and Project Approach	20	60	Quality of the proposed approach to preconstruction, estimating and estimate reconciliation, value analysis, and schedule development. Specific approach to engaging the precast subcontractor as a delegated design item, structuring early release packages, and managing multiple GMP Amendments. Approach to quality control and safety. Identification of the real risks on this Project and credible mitigation.
4. Downtown Site Logistics and Community Impact	10	30	Quality and realism of a site logistics approach developed specifically for this site at 9th and Main, addressing this block, these frontages, and these adjacent uses. Crane placement and precast erection staging within the actual site constraints, delivery routing and sequencing, lane and sidewalk closures, pedestrian protection, and coordination

Criterion	Weight	Max	What is Evaluated
			with adjacent businesses, City departments, and downtown events. A generic or boilerplate logistics plan that could apply to any site will score poorly regardless of its polish.
5. Critical Project Considerations	10	30	Respondent identifies up to three (3) of the issues it considers most critical to the successful delivery of this Project, and proposes a specific solution or mitigation for each. Evaluated on whether the issues identified are the ones that actually drive risk on this Project, and on whether the proposed solutions are concrete and actionable rather than stated as general good practice.
TOTAL	100	300	

7.4 Evaluation and Scoring

TMLIRP will evaluate and score each responsive SOQ against the published criteria and weights using the rating scale set out in Appendix I. For each criterion, a rating of 0, 1, 2, or 3 is assigned and multiplied by the criterion weight. SOQs are then ranked by total weighted score.

TMLIRP will determine the evaluation committee, and the City is entitled to have at least two (2) representatives participate in the selection process consistent with the Project Development Agreement.

- TMLIRP may verify any information submitted, may contact any reference provided or any other source, and may use a third party to conduct reference and background verification. Negative or unverifiable references may eliminate a Respondent from further consideration. Submission of an SOQ constitutes the Respondent's authorization for TMLIRP and the City to conduct such investigations and for the parties contacted to provide information and opinions concerning the Respondent.
- TMLIRP may request written clarification of an SOQ. Clarifications may not be used to supplement or improve an SOQ.

7.5 Shortlist and Step Two

Based on the ranking, TMLIRP will shortlist **up to five (5) Respondents, selected solely on the basis of qualifications**. TMLIRP does not guarantee that five Respondents will be shortlisted and may shortlist fewer if, in its judgment, fewer are qualified. Shortlisted firms will be invited to Step Two and will be asked to submit additional information, including the proposed CMAR fee and the price for fulfilling the general conditions. Step Two may also include interviews. Respondents not shortlisted will be notified in writing.

Selection of the CMAR is subject to the approval of the City. TMLIRP will first attempt to negotiate a contract with the selected offeror. If TMLIRP is unable to negotiate a satisfactory contract, it will formally end negotiations in writing and proceed to the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end. Rankings will be made public after the Construction Contract is awarded, as required by Chapter 2269 of the Texas Government Code.

7.6 Right to Reject

TMLIRP reserves the right to reject any or all SOQs and proposals if, in its reasonable judgment, it is in the best interest of the Project to do so. If all are rejected, TMLIRP will notify the City and the parties

will confer regarding whether to re-solicit, modify the scope of work, or pursue an alternative delivery method authorized by applicable procurement laws.

ARTICLE VIII. SUBMISSION REQUIREMENTS

8.1 Format and Page Limit

Page size	8.5" x 11", portrait. 11" x 17" foldouts are permitted only for the organization chart and the site logistics diagram.
How pages are counted	EACH PAGE OF THE PDF COUNTS AS ONE (1) PAGE. An 11" x 17" foldout counts as two (2) pages.
Type	Minimum 10 point. Minimum 0.5" margins.
Narrative page limit	TWENTY (20) PAGES MAXIMUM.
Excluded from the page limit	Front and back covers, tab dividers, table of contents, the letter of interest (2 pages maximum), Appendices A through H, individual resumes (2 pages maximum per person), the surety letter, the certificate of insurance, and Form CIQ.
Enforcement	Pages submitted in excess of the limit will be removed from the back of the applicable tab and will not be read or scored. Content moved into an appendix to evade the page limit will be counted against the limit.
Submittal	One (1) searchable, bookmarked PDF emailed to purchasing@tmlirp.org. See Section 3.2.

Pricing for this Project. Do not include any pricing for this Project anywhere in the SOQ. That means no proposed fee or fee percentage, no general conditions price, no labor or equipment rates, no markups, and no estimate of the cost of this Project. An SOQ containing pricing for this Project will be rejected.

Historical cost information is different and is required. Tab D asks for construction costs, change order amounts, and cost performance on the Respondent's completed past projects. That information is requested, is not pricing for this Project, and does not make an SOQ non-responsive.

8.2 Required Tabs

Organize the SOQ in the order below. Respond to every item. TMLIRP requires comprehensive responses in the described format so that SOQs can be evaluated uniformly.

Use of the Respondent's own forms. Appendices A, C, D, E, and G may be submitted on the Respondent's own form or in its own format, provided every item of information requested on the TMLIRP form is included and is readily locatable. Appendices B, F, and H are signed certifications and must be submitted on the forms provided in this RFQ.

Tab	Content	Criterion
Tab A	Letter of Interest and Company Overview. Two (2) page letter signed by an officer authorized to bind the Respondent, stating interest, the office that will lead the work, and confirmation that the Respondent takes no exception to the process described in this RFQ. Attach completed Appendix A (Company Overview).	Pass/fail and context
Tab B	Minimum Qualifications Certification. Completed and signed Appendix B, with the cross references to the supporting evidence in Tabs C, D, and H.	Pass/fail
Tab C	Project Team and Key Personnel. Organization chart showing all staff committed to the Project and reporting relationships. Completed Appendix C personnel matrix including the precast parking structure experience of each	Criterion 1 (30)

Tab	Content	Criterion
	Key Person. Resumes, two (2) pages maximum each. A statement of bench strength and succession if a Key Person is lost. Three (3) references for the Respondent and three (3) references for each of the Project Manager and Superintendent, from public entities or firms of comparable size, within the last five (5) years. Key Personnel must be committed for the duration of the Project and may not be removed except with TMLIRP and City approval, unless they leave the Respondent's employment.	
Tab D	Firm Experience on Comparable Projects. Completed Appendix D for at least three (3) and not more than five (5) completed projects, at least one (1) of which must be the precast parking structure satisfying MQ-2. For each project, include owner and architect references, structural system, space count where applicable, contract value, delivery method, and year of Final Completion. For at least three (3) of the submitted projects, attach a comparison of the initial construction schedule to the final construction schedule and a comparison of the initial construction cost to the final construction cost, in each case measured from notice to proceed to final completion, with an explanation of any disparity and of change orders outside the contractor's contingency.	Criterion 2 (30)
Tab E	Preconstruction and Project Approach. Narrative describing the approach to preconstruction, estimating and estimate reconciliation, value analysis, and schedule development. Specific approach to engaging the precast subcontractor as a delegated design item, structuring early release packages, and managing multiple GMP Amendments on a single project. Approach to constructability review covering structural feasibility, construction sequencing, material availability, and integration of building systems. Reporting and key decision points. One (1) page summary of the safety program execution plan and one (1) page summary of the quality assurance program. Identification of the principal risks on this Project and proposed mitigation.	Criterion 3 (20)
Tab F	Downtown Site Logistics and Community Impact. Conceptual site logistics approach for an occupied downtown block at 9th and Main, addressing crane placement and precast erection staging, delivery routing and sequencing, lane and sidewalk closures, pedestrian protection, adjacent business and event coordination, noise and dust, and coordination with City departments. Include at least one (1) comparable constrained urban or downtown project and what was learned from it. A conceptual logistics diagram may be submitted on 11" x 17".	Criterion 4 (10)
Tab G	Critical Project Considerations. Identify up to three (3) issues the Respondent considers most critical to the successful delivery of this Project. For each, state the issue, why it matters on this Project, the proposed solution or mitigation, and where the Respondent has applied that solution before. Do not submit a general list of construction risks.	Criterion 5 (10)
Tab H	Capacity, Disclosures, Certifications, and Attachments. Appendix E (Capacity, Workload, and Availability), which is required but is not separately scored. Appendix F (Claims, Suits, and Terminations Disclosure). Appendix G (Safety Record, including three-year EMR history and OSHA recordable and lost time incident rates). Surety letter meeting MQ-4. Current certificate of insurance. Appendix H (Certifications Required by the State of Texas). Form CIQ. Acknowledgment of all addenda.	Pass/fail

ARTICLE IX. GENERAL TERMS AND CONDITIONS

9.1 Addenda

Prior to the SOQ due date and time, TMLIRP will make any revisions to this RFQ by written addendum issued to every prospective Respondent on the plan holder list. TMLIRP is not bound by any oral representation, clarification, or change. It is the sole responsibility of each Respondent to confirm that it has received all addenda prior to the due date and time and to acknowledge all addenda in the SOQ.

9.2 No Cost Information in Step One

This RFQ requests qualifications only. TMLIRP will not request and will not consider fees or prices in Step One. Cost information will be requested in Step Two from shortlisted Respondents only.

9.3 Public Information

TMLIRP and the City are subject to the Texas Public Information Act. SOQs remain confidential until award. After award, SOQs are subject to release as public information unless specific parts can be shown to be excepted from disclosure. A Respondent that believes any part of its SOQ is confidential must mark that part clearly and submit a separate written notice identifying each page and section so marked. Vague or blanket claims of confidentiality will not be accepted. Material not marked will be treated as public. Neither TMLIRP nor the City assumes any obligation to assert legal arguments on a Respondent's behalf.

9.4 Conflict of Interest

Chapter 176 of the Texas Local Government Code requires a vendor considering doing business with a local governmental entity to file a completed Conflict of Interest Questionnaire (Form CIQ) in the circumstances described in that chapter. Form CIQ is available from the Texas Ethics Commission. Any attempt to conceal or obfuscate a conflict of interest may result in disqualification. No officer, employee, contractor, consultant, or elected or appointed official of TMLIRP, the City, or GTEC involved in the development, evaluation, or decision making process for this RFQ may have a financial interest, direct or indirect, in the resulting Construction Contract.

9.5 Disclosure of Interested Parties

The Construction Contract may require compliance with Section 2252.908 of the Texas Government Code. The successful Respondent will be required to file Form 1295 with the Texas Ethics Commission and deliver a copy bearing the unique certification number at the time it submits the signed Construction Contract.

9.6 Collusion

Advance disclosure of any information to a particular Respondent that gives that Respondent an advantage over other interested Respondents will void all responses to this solicitation. By submitting an SOQ, the Respondent certifies that its SOQ has not been prepared in collusion with any other Respondent and that its contents have not been communicated to any other Respondent prior to the public opening.

9.7 Good Faith Effort

Under the Project Development Agreement, contracts for more than $3,000 and less than $100,000, other than those for professional services, must comply with the historically underutilized business requirement

of Section 252.0215 of the Texas Local Government Code. The selected CMAR will be required, as a term of the Construction Contract, to make a good faith effort to solicit historically underutilized businesses for each subcontract and purchase order within that range, to identify qualified firms through the HUB directory maintained by the Texas Comptroller of Public Accounts, and to maintain and furnish written documentation of those solicitation efforts. The CMAR remains subject to the subcontractor procurement requirements of Chapter 2269 of the Texas Government Code for all major elements of the work.

9.8 Sales and Use Taxes

The City is exempt from Texas state sales and use taxes on materials and equipment to be incorporated into the work pursuant to Section 151.309 of the Texas Tax Code. Such taxes are not to be included in any pricing submitted in Step Two.

9.9 Reimbursement

There is no express or implied obligation for TMLIRP, the City, or GTEC to reimburse any Respondent for any expense incurred in preparing an SOQ, in providing additional information, in participating in interviews, or in negotiating a contract.

9.10 Representations and Responsibilities

By submitting an SOQ, the Respondent represents that it has carefully read and understands this RFQ and its attachments, that it has familiarized itself with all federal, state, and local laws, ordinances, and regulations that may affect the cost, progress, or performance of the work, and that it has not relied exclusively on technical details provided by TMLIRP, the City, or GTEC but has supplemented that information through its own due diligence.

9.11 Withdrawal and Modification

A Respondent may withdraw its SOQ prior to the scheduled due date and time by written request. TMLIRP makes no guarantee that any award will be made and reserves the right to reject any and all SOQs, to waive or decline to waive any informality or irregularity, to negotiate changes in the scope of services, to withhold award, to cancel or modify this RFQ in any manner, and to terminate the procurement process.

9.12 Protest Procedures

Protests of the specifications, terms, conditions, or any other aspect of this solicitation must be made in writing prior to the SOQ due date and time. Protests of a shortlist decision or of award must be made in writing and in no event later than five (5) business days after the aggrieved party knows, or should have known, the facts giving rise to the protest. Protests must state the protestor's name, address, and telephone number, bear the signature of the protestor or its representative, identify the solicitation number, set out in detail the legal and factual grounds of the protest, and state the relief requested. Protests shall be submitted in writing to John Duke, Principal, CPM Texas, at the email address identified in Section 3.3. Award will be made in the best interest of the Project.

9.13 Priority of Documents

In the event of an inconsistency between this RFQ and the form of CMAR Agreement and General Conditions to be issued in Step Two, the CMAR Agreement and General Conditions take precedence.

9.14 Change in Management or Ownership

If there is a change in the management or ownership of a Respondent after the SOQ due date but before award, the Respondent must notify TMLIRP immediately. This may result in further evaluation or in removal from the shortlist.

ARTICLE X. CERTIFICATION AND ACKNOWLEDGMENT

The undersigned affirms that he or she is duly authorized to submit this Statement of Qualifications on behalf of the Respondent, that this SOQ has not been prepared in collusion with any other Respondent, that the contents of this SOQ have not been communicated to any other Respondent prior to the public opening, that the Respondent is a duly qualified, capable, and bondable business entity not in receivership or contemplating receivership and has not filed bankruptcy, and that all information submitted in this SOQ is true and correct.

The undersigned further acknowledges that this SOQ contains no fee, price, rate, or other cost information.

Signed by:		Title:	
Typed name:		Company:	
Phone:		Email:	
Address:			
Federal Tax ID:		Date:	
Addenda acknowledged (numbers):			

ARTICLE XI. CERTIFICATIONS REQUIRED BY THE STATE OF TEXAS

The undersigned makes the following certifications or represents that it satisfies the requirements of one or more exceptions to the Texas Government Code provisions listed below.

Certification Regarding Boycotting Israel

Pursuant to Chapter 2271, Texas Government Code, Respondent certifies that it (1) is a sole proprietorship or company with fewer than ten (10) employees; or (2) does not currently boycott Israel and will not boycott Israel during the term of the Contract.

Exception: This provision applies only to contracts for goods and services between a governmental entity and a company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

Certification Regarding Business with Certain Countries and Organizations

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Respondent certifies it (1) is a "company," as that term is defined in Section 806.001, Texas Government Code; and (2) is not engaged in business with Iran, Sudan, a foreign terrorist organization, or any company identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code.

Exception: A company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

Certification Regarding Boycotting Energy Companies

Pursuant to Chapter 2276, Texas Government Code, Respondent certifies that it (1) is a sole proprietorship or company with fewer than ten (10) employees; or (2) does not currently boycott energy companies and will not boycott energy companies during the term of the Contract.

Exception: This provision applies only to contracts for goods and services between a governmental entity and a company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

Certification Regarding Boycotting Firearm and Ammunition Industries

Pursuant to Chapter 2274, Texas Government Code, Respondent certifies that it (1) is a sole proprietorship or company with fewer than ten (10) employees; or (2) does not currently boycott firearm entities or firearm trade associations and will not boycott firearm entities or firearm trade associations during the term of the Contract.

Exception: This provision applies only to contracts for goods and services between a governmental entity and a company with ten (10) or more full-time employees with a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

Certification Regarding Doing Business in Texas

Respondent certifies that it has not been debarred from doing business in the State of Texas. Respondent acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

Signed by:		Title:	

Typed name:		Company:	
Date:			

Complete the space below only if you believe you are not required to provide one or more of the written certifications listed above. Explain the specific exemptions that apply pursuant to the applicable chapter of the Texas Government Code.

_____

_____

_____

_____

_____

_____

APPENDIX A - Company Overview

Legal name of Respondent	
Any other names under which the firm has operated	
Principal office address	
Office that will lead this Project	
Phone / Email	
Form of organization (corporation, partnership, LLC, joint venture, sole proprietor)	
State and date of organization	
Texas Secretary of State file number and status	
Years in business as a general contractor and/or construction manager	
Years in business under the present name	
Total number of employees / number in Texas	
Geographic limits of operation	
Name and title of officer authorized to bind the firm	

If the Respondent is a joint venture, complete a separate Appendix A for each venture partner and attach the joint venture agreement or a letter of intent describing the allocation of responsibility, risk, and bonding.

APPENDIX B Minimum Qualifications Certification (Pass / Fail)

Respondent certifies that it satisfies each minimum qualification in Article VI and identifies below where the supporting evidence appears in the SOQ. An unsigned or incomplete certification will result in a determination of non-responsiveness.

ID	Requirement (abbreviated)	Meets? (Y/N)	Evidence located at
MQ-1	Legal entity in good standing, authorized in Texas, properly licensed, not debarred in Texas.		Tab ____, p. ____
MQ-2	Firm completed at least one precast concrete parking structure of 300+ spaces, Final Completion within last 5 years.		Tab ____, p. ____
MQ-3	Proposed Project Manager and proposed Superintendent each served on at least one completed precast concrete parking structure, Final Completion within last 5 years. Assistant PM or assistant superintendent role qualifies.		Tab ____, p. ____
MQ-4	Surety letter confirming single-project and aggregate bonding capacity, current backlog against capacity, Treasury listed, A-VII or better.		Tab ____, p. ____
MQ-5	No termination for cause, no failure to complete, no surety takeover in the last 5 years.		Tab ____, p. ____
MQ-6	Able to obtain and maintain the insurance described in Attachment 3, and to cause subcontractors to do so. COI attached.		Tab ____, p. ____
MQ-7	State certifications and Form CIQ submitted. No prohibited contact under Section 3.4.		Tab ____, p. ____

MQ-2 qualifying project: _____

Space count: _____ **Final Completion date:** _____ **Owner:** _____

MQ-3 Project Manager qualifying project: _____

Role held: _____ **Employer at the time:** _____ **Final Completion date:** _____

MQ-3 Superintendent qualifying project: _____

Role held: _____ **Employer at the time:** _____ **Final Completion date:** _____

Signature:		Title:	

Typed name:		Date:	

APPENDIX C Key Personnel and References

Complete the matrix below for every Key Person committed to this Project. Attach an organization chart and a resume of not more than two (2) pages per person. Each resume shall list the individual's relevant project experience, including the role held, the dates, the Final Completion date, and the employer at the time.

For the proposed Project Manager and Superintendent, the resume shall identify the completed precast concrete parking structure that satisfies MQ-3. Service as assistant project manager or assistant superintendent, or in an equivalent or higher supervisory capacity, satisfies MQ-3. Additional comparable experience beyond the MQ-3 minimum is not required to pass, but will be evaluated and scored under Criterion 1.

Key Personnel must be committed to this Project for its duration and may not be removed except with the written approval of TMLIRP and the City, unless the individual leaves the Respondent's employment.

1. Key Personnel Matrix

Role	Name	Total yrs exp.	Yrs with firm	Yrs in role	% time on project	% time on site
Principal in Charge						
Project Manager						
Superintendent						
Preconstruction Manager						

2. Precast Parking Structure Experience of Key Personnel

List every precast concrete parking structure on which each Key Person worked, most recent first. MQ-3 requires that the Project Manager and the Superintendent each have at least one entry with Final Completion within the last five (5) years. Service as assistant project manager or assistant superintendent qualifies.

Name / Role on this Project	Precast garage project	Role held	Spaces	Employer at the time	Final Completion

3. Bench Strength

Describe the depth of the organization behind the Key Personnel and the named individuals who would step in if a Key Person becomes unavailable. (Counts against the Tab C narrative page allowance.)

4. References

Provide three (3) references for the Respondent, and three (3) references for each of the proposed Project Manager and Superintendent, from municipalities, governmental agencies, or firms of comparable size that have used those services within the last five (5) years. References may be checked prior to shortlist. If references cannot be confirmed, or if negative responses are received, the SOQ may be eliminated from further consideration.

Reference for (firm / individual)	Project name and size	Contact name and title	Phone	Email

APPENDIX D Project Experience Form

Submit at least three (3) and not more than five (5) completed projects under Tab D. At least one (1) must be the precast parking structure satisfying MQ-2. Copy this page as needed.

The Respondent may use its own project sheet or format in place of this form, provided every item of information listed below is included for each project and is readily locatable.

Project name	
Location (city, state)	
Project description	
Structural system (identify precast, cast in place, steel, or hybrid)	
Parking spaces (if applicable) / gross square feet	
Retail or commercial core and shell included? (Y/N, square feet)	
Delivery method (CMAR, CSP, design-bid-build, other)	
If CMAR, was a GMP executed? Public or private owner?	
Final construction cost	
Notice to proceed date / Final Completion date	
Owner / agency and contact name, phone, email	
Architect and contact name, phone, email	
Key Personnel from this SOQ who worked on this project, and in what role	
Was the Respondent the prime? If a joint venture, state the share.	

Cost and Schedule Performance

For at least three (3) of the submitted projects, complete the table below and attach the supporting summary schedules and cost summaries. Measure schedule from the owner's notice to proceed through final completion of the work, in calendar days. Explain any disparity.

Project	Initial contract days	Final actual days	Initial construction cost	Final construction cost	Change orders outside contractor contingency

Explanation of any disparity between initial and final schedule or cost:

_____
_____

_____
_____

_____
_____

_____
_____

APPENDIX E Capacity, Workload, and Availability

1. Current Workload

Total number of contracts currently in progress	
Total dollar value of contracts currently in progress	
Largest single contract currently in progress (name, value, projected completion)	
Current aggregate backlog as a percentage of maximum aggregate bonding capacity	

Project name and location	Contract value	% complete	Projected completion	Owner contact and phone

2. Volume of Work Completed

Year	Total volume completed	Number of projects	Largest single project
2026 (YTD)			
2025			
2024			
2023			
2022			
2021			

3. Availability of Key Personnel

State, for each Key Person, current assignments, the date each becomes available to this Project, and the office from which the Project will be staffed and supported through Substantial Completion.

Key Person / Role	Current assignment	Roll-off date	Available to this Project from

Key Person / Role	Current assignment	Roll-off date	Available to this Project from

APPENDIX F Claims, Suits, and Terminations Disclosure

Answer every question. If the answer to any question is yes, attach a detailed explanation including the project, the parties, the dates, the amount in controversy, and the resolution. Disclosure of an item in questions 1, 2, or 3 is disqualifying under MQ-5. Disclosure of an item in questions 4 through 7 is not by itself disqualifying but will be evaluated.

#	Question	Y / N
1	Within the last five (5) years, has the Respondent been terminated for cause on any construction contract?	
2	Within the last five (5) years, has the Respondent failed to complete a construction contract awarded to it?	
3	Within the last five (5) years, has a surety completed, taken over, or financed completion of any of the Respondent's work?	
4	Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against the Respondent, its officers, or any Key Personnel proposed for this Project?	
5	Within the last five (5) years, has the Respondent filed any lawsuit or requested arbitration with regard to a construction contract?	
6	Within the last five (5) years, has any officer or principal of the Respondent been an officer or principal of another organization at a time when that organization failed to complete a construction contract?	
7	Within the last five (5) years, has the Respondent been suspended, debarred, or declared ineligible by any public entity, or been the subject of a finding of non-responsibility?	
8	Is the Respondent, or any affiliate, currently in receivership, contemplating receivership, or a debtor in any bankruptcy proceeding?	
9	Within the last five (5) years, has the Respondent been assessed liquidated damages on any project? If yes, state the project and the amount.	

Signature:		Title:	
Typed name:		Date:	

APPENDIX G Safety Record

Complete the table below and attach supporting documentation from the Respondent's insurance carrier or rating bureau for the EMR figures and the applicable OSHA 300A summaries. Report on a company-wide basis for the office or operating unit that will perform this Project, and identify which.

Metric	2025	2024	2023
Experience Modification Rate (EMR)			
OSHA Total Recordable Incident Rate (TRIR)			
OSHA Days Away, Restricted, or Transferred rate (DART)			
Lost Time Incident Rate (LTIR)			
Total hours worked			
Fatalities			
OSHA citations issued (serious, willful, or repeat)			

Operating unit or office reported above	
Insurance carrier or rating bureau providing EMR documentation	
Name and title of the Respondent's corporate safety director	
Has the Respondent had a fatality on a project in the last five (5) years? If yes, attach an explanation.	

APPENDIX H Certifications Required by the State of Texas

Reproduce and execute Article XI of this RFQ, together with a completed Texas Ethics Commission Form CIQ, and insert both behind this page in Tab H.

Also insert behind this page:

- The surety letter required by MQ-4, dated within ninety (90) days of the SOQ due date.
- A current certificate of insurance evidencing existing coverages and limits.
- Written acknowledgment of all addenda issued, by number and date.

APPENDIX I Evaluation Scoring Matrix

This matrix is published so that Respondents understand how SOQs will be scored. Each evaluator scores each responsive SOQ independently. Scores are compiled and averaged, and SOQs are ranked by total score.

Step 1. Responsiveness and Minimum Qualifications

Check	Result
Submitted on time, complete, within page limits, no cost information	Pass / Fail
MQ-1 through MQ-7 all satisfied	Pass / Fail
A Fail on any item above ends the evaluation. The SOQ is not scored or ranked.	

Step 2. Rating and Weighted Scoring

For each criterion, the evaluator assigns one of the four ratings below. The weighted score for that criterion is the rating multiplied by the criterion weight.

Rating	Definition
3 Exceeds	Materially better than a competent response. Directly transferable experience, specific to this Project, with no weaknesses identified.
2 Meets	Solid and relevant. Fully responsive to the requirement. No significant weaknesses.
1 Below	Clears the minimum, but weaknesses create identifiable risk to cost, schedule, or quality.
0 Does not address	Absent, generic, or too deficient to evaluate.

A rating of 0 or 1 requires a written note identifying the specific deficiency.

#	Criterion	Weight	Rating (0-3)	Weighted score (rating x weight)
1	Project Team and Key Personnel	30		
2	Firm Experience on Comparable Projects	30		
3	Preconstruction and Project Approach	20		
4	Downtown Site Logistics and Community Impact	10		
5	Critical Project Considerations	10		
	TOTAL WEIGHTED SCORE (maximum 300)	100		

Reference table. Weighted score by rating:

Criterion	Weight	Rating 0	Rating 1	Rating 2	Rating 3
1. Project Team and Key Personnel	30	0	30	60	90
2. Firm Experience on Comparable Projects	30	0	30	60	90
3. Preconstruction and Project Approach	20	0	20	40	60
4. Downtown Site Logistics and Community Impact	10	0	10	20	30
5. Critical Project Considerations	10	0	10	20	30
TOTAL	100	0	100	200	300

Respondent:		Evaluator:	
Date:		Signature:	

Evaluator notes (strengths, weaknesses, and risks supporting each rating):

_____
_____

_____
_____

_____
_____

_____
_____

_____
_____

_____
_____

ATTACHMENT 1 Preliminary Project Scope Document

Preliminary Project Scope

1. Purpose

This document establishes the preliminary scope of the proposed parking garage and associated retail improvements at the 9th and Main site in Georgetown, Texas.
The intent is to define the general project concept, identify the principal elements anticipated to be included in the project, and clarify improvements that are not currently included in the project scope or budget. Detailed configurations and technical requirements will be further refined through the design process.

2. Project Description

The project is anticipated to consist of a four-level public parking garage located at 9th and Main Streets, with ground-floor retail space fronting both 9th Street and Main Street.
The parking garage will extend above the retail space along Main Street. The garage is not anticipated to extend above the retail space along 9th Street.
The retail spaces along both streets are anticipated to be double-height spaces.
The parking structure is currently anticipated to be constructed primarily as a precast concrete structure. The exterior architectural treatment and overall appearance are intended to be commensurate with the conceptual renderings included in the project materials presented to the Georgetown City Council in May 2026.

3. Preliminary Project Yield

Early yield studies indicate that the project may include approximately:

- 168,000 square feet of structured parking.
- Up to 448 parking spaces.
- 16,000 square feet of ground-floor retail space along 9th Street and Main Street.

These quantities are preliminary and will be confirmed and adjusted as the design is refined. The final parking count, parking area, and retail area will depend on the completed structural layout, circulation, access, building systems, and other project requirements.

4. Parking Configuration

The garage is anticipated to include a combination of standard, oversized, and limited compact parking spaces.
The preliminary parking configuration includes:

- Standard spaces approximately 9 feet wide by 18 feet long.
- Oversized spaces approximately 10 feet wide by 20 feet long.
- Compact spaces approximately 7 feet 6 inches wide by 16 feet long, used sparingly and only where appropriate.

Where the garage configuration allows, a 62-foot parking bay may be used to accommodate oversized spaces on one side of the drive aisle and standard spaces on the opposite side.
A 60-foot parking bay may be used where standard spaces are provided on both sides of the drive aisle.
The final mix and arrangement of parking spaces will be established through the design process.

5. Architectural Character

The garage and retail shell will include an enhanced exterior architectural treatment appropriate for the downtown Georgetown location. The project will be subject to Georgetown Historic and Architectural Review Committee guidelines and approval.

Exhibit "B"
Project Scope

The final design is intended to be commensurate with the character, quality, and general appearance represented in the conceptual renderings presented to City Council in May 2026.
The conceptual renderings establish the general architectural direction of the project. They are not intended to represent final construction documents or require that every illustrated feature be incorporated exactly as shown.

6. Retail Scope

The project will include the core and shell construction of the ground-floor retail spaces along 9th Street and Main Street.
The retail scope is anticipated to include:

- The building structure and exterior enclosure.
- Storefront openings and exterior doors.
- Base building utility service brought to or stubbed into the retail spaces.
- Slab leave-outs or similar provisions where needed for future tenant utilities.
- Electrical service provisions associated with the core and shell.
- Electric unit heaters or other limited systems required to maintain the spaces in a cold, dark shell condition.
- Code-required life-safety and base building systems applicable to the shell space.

The project does not include tenant-specific design or construction within the retail spaces. The retail spaces will be delivered in a cold, dark shell condition for future completion by tenants or others.

7. Garage Access and Circulation

The project will include the vehicular and pedestrian access necessary for the operation of the parking garage and access to the retail shell spaces.
The final locations and configurations of garage entrances, exits, internal circulation, ramps, stairs, elevators, and pedestrian connections will be established through the design process in coordination with the City and the overall site plan.

8. Scope Included

The preliminary project scope is anticipated to include:

- The four-level public parking structure.
- Up to approximately 448 parking spaces, subject to refinement through design.
- Parking spaces, drive aisles, ramps, and internal garage circulation.
- Vehicular entrances and exits serving the garage.
- Stairs, elevators, and other vertical circulation required to operate the garage.
- The exterior architectural skin and screening of the garage.
- Approximately 16,000 square feet of ground-floor retail core and shell space.
- Garage-related signage and wayfinding.
- Building systems and equipment required for the operation of the garage and retail shell.
- Utility laterals and connections necessary to serve the project.
- Site improvements located within the project limits and necessary for access to and operation of the garage and retail shell.
- Public right-of-way improvements within the back-of-curb limits immediately adjacent to the project, designed in line with requirements in the City's Downtown Master Plan.
- Design and construction coordination necessary to integrate the garage and retail shell into the 9th and Main site.

9. Scope Not Included

Unless subsequently approved and incorporated into the project through a separate scope and budget authorization, the project does not include the following:

Exhibit "B"
Project Scope

9.1 Retail Tenant Improvements

The project does not include tenant-specific improvements within the retail spaces, including:

- Interior partitions and finishes.
- Tenant-specific mechanical, electrical, or plumbing systems.
- Commercial kitchen systems or equipment.
- Furniture, fixtures, and equipment.
- Tenant signage.
- Tenant-specific utility distribution beyond the core and shell provisions.
- Other improvements required for occupancy by a particular tenant.

9.2 Electrical Transformer at 9th and Church

The City has discussed the potential placement of an electrical transformer near the corner of 9th Street and Church Street.

The project team has not evaluated the impact of this proposed transformer location on the project program, layout, cost, or schedule. No costs associated with relocating, installing, screening, or otherwise accommodating a transformer at this location have been included in the current project budget unless the transformer is determined to be necessary to provide electrical service to the project.

Any transformer improvements requested by the City that are not required to serve the garage and retail shell will be treated as elective City improvements and will not be included as a shared project cost.

9.3 Regional Trash Facility Impacts

The potential impacts of the regional trash facility on the parking garage layout and total parking space count have not yet been evaluated.

Any reduction in the number of parking spaces attributable to the regional trash facility may increase the average cost per parking space without providing a corresponding benefit to TML IRP. Accordingly, costs associated with the regional trash facility, including any resulting increase in the cost per parking space, should not be included in the calculation of TML IRP's share of the project costs.

The parties will need to separately evaluate and agree upon the parking, cost, and cost-sharing impacts associated with the regional trash facility before those impacts are incorporated into the project scope, budget, or cost allocation.

9.4 Burial or Relocation of Overhead Utility Lines

The project does not include the burial, relocation, or broader improvement of existing overhead or aerial utility lines unless an adjustment is directly required to construct or provide service to the garage and retail shell.

The burial or relocation of overhead lines is not currently considered necessary to complete the project. Accordingly, these costs have not been included in the project budget.

Any burial, relocation, or enhancement of overhead utilities requested by the City beyond what is necessary for the project will be treated as an elective City cost and will not be included as a shared project cost.

9.5 Off-Site Utility and Drainage Improvements

The project does not include upgrades or expansion of off-site public utility mains or stormwater conveyance systems, including:

- Off-site stormwater conveyance improvements.
- Upgrades to public water mains.
- Upgrades to public wastewater mains.
- Broader electrical distribution system upgrades.
- Other off-site utility capacity improvements.

The project does include utility laterals, service connections, and localized improvements necessary to connect the project to the existing public systems. This may include lateral upgrades or modifications needed to connect to existing water, wastewater, stormwater, electrical, or other utility infrastructure.
Any required upgrades to public main lines or broader off-site systems have not been included in the current project scope or budget.

9.6 Broader Public Right-of-Way Improvements

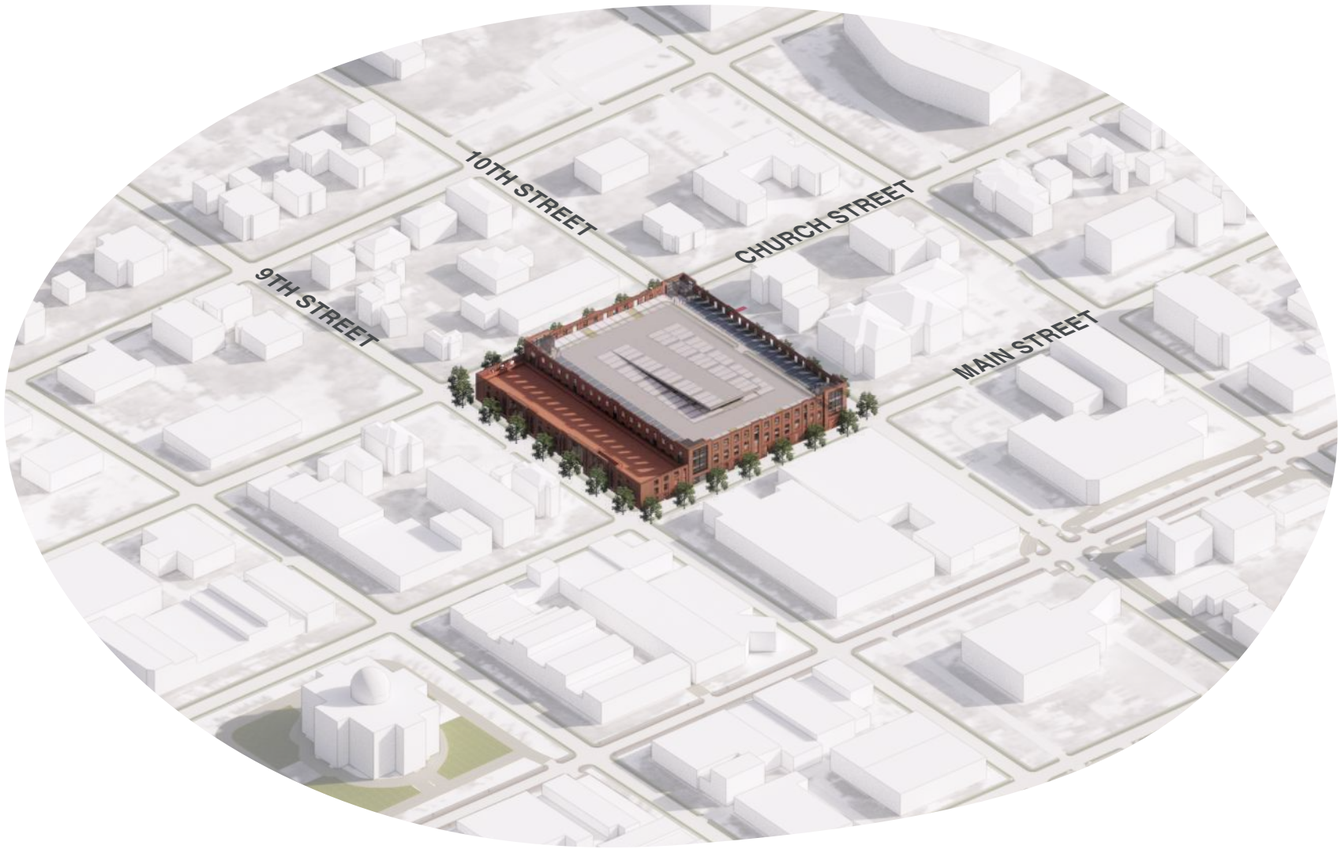
The project does not include general streetscape enhancements, roadway reconstruction, or other public right-of-way improvements beyond those directly associated with the project frontage and located generally within the back-of-curb limits.
Improvements outside these limits, or improvements requested for broader City purposes rather than to support the construction and operation of the garage and retail shell, are not included in the current project scope or budget.

10. Scope Refinement and Changes

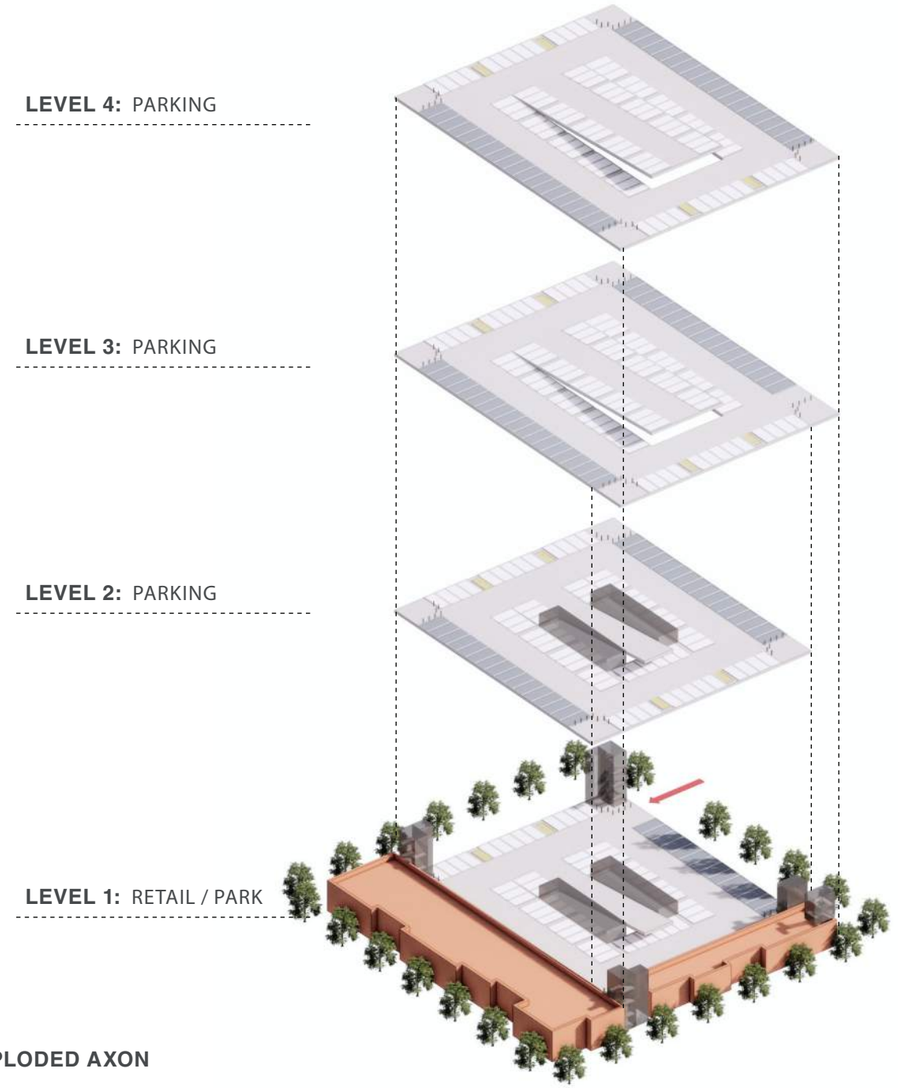
This preliminary scope establishes the overall intent of the parking garage and retail shell project.
The final design, parking count, square footage, layout, materials, access points, utility connections, and related project elements will be refined through the design process and remain subject to City review and approval.
Any material change to the project concept, parking capacity, retail program, architectural character, utility scope, off-site improvements, or included project components should be separately evaluated for its effect on project cost, schedule, and the agreed allocation of project costs before being incorporated into the project.

ATTACHMENT 2 Conceptual Renderings and Site Plan

OPTION 1: 3-BAY GARAGE + MAIN ST | 9TH ST RETAIL



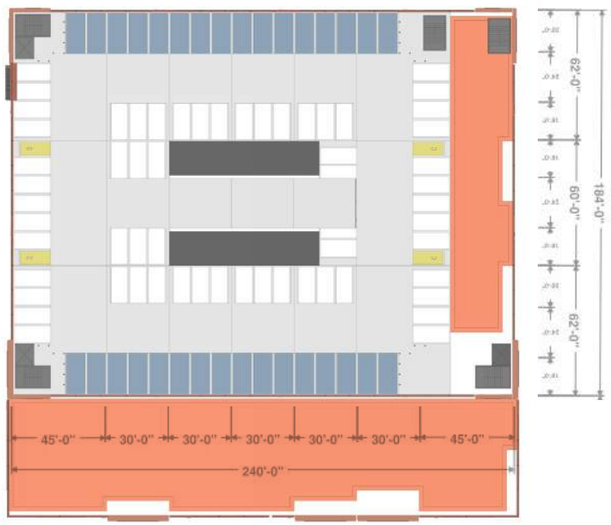
CONTEXT AXON VIEW



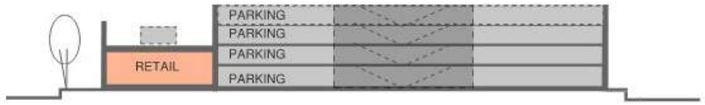
EXPLODED AXON

STANDARD STALL
OVERSIZED STALL
COMPACT STALL
RETAIL
PARKING

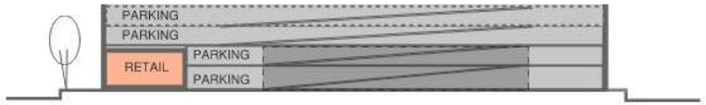
LEVEL 3-4: PARKING



LEVEL 2: PARKING

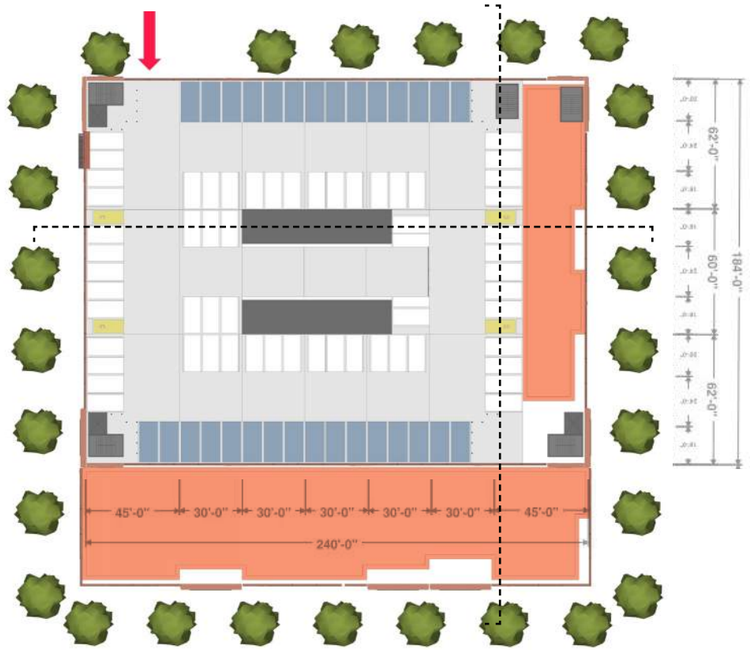


SECTION: NINTH STREET



SECTION: MAIN STREET

STANDARD STALL
OVERSIZED STALL
COMPACT STALL
RETAIL
PARKING
SERVICE/ BIKE PARKING



LEVEL 1: RETAIL / PARKING

OPTION 1: 4STORY GARAGE + MAIN/9TH RETAIL

* OVER-SIZED (10'-0"X20'-0") * STANDARD (9'-0"X18'-0") * COMPACT (7'6"X15'-0")

LEVEL	PARKING	HEIGHT	AREA
04	**128 stalls**	10'-0"	44,200 SF
STANDARD	86		
OVERSIZED	38		
COMPACTS	4		
03	**126 stalls**	10'-0"	44,200 SF
STANDARD	86		
OVERSIZED	36		
COMPACTS	4		
02	**98 stalls**	10'-0"	39,700 SF
STANDARD	62		
OVERSIZED	32		
COMPACTS	4		
01	**96 stalls**	12'-0"	39,700 SF
STANDARD	60		
OVERSIZED	32		
COMPACTS	4		
01 RETAIL			16,000 SF
TOTAL	**448 stalls**	**42'-0"**	**183,800 SF**
STANDARD	294		
OVERSIZED	138		
COMPACTS	16		

* SF PER STALL INCLUDES (PARKING SF/ NUMBER OF STALLS)

ATTACHMENT 3 Insurance Requirements to this RFQ

INSURANCE AND BONDS

I. Contractor and Subcontractor Insurance Requirements. Contractor shall maintain, at its sole cost and expense, and cause its Subcontractors to maintain as applicable herein at their sole cost and expense, in full force and effect at all times while the obligations set forth by this Agreement remain outstanding and thereafter as set forth herein, the following policies of insurance as will protect against claims that may arise out of or result from the Work or operations related thereto for which Contractor may be legally liable, whether performed by the Contractor, a Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable. Such policies of insurance must be maintained with limits of not less than the greater of (i) those set forth hereunder, (ii) those evidenced on the declaration page of the pertinent insurance policy, and (iii) those required by law:

(A) Commercial General Liability Insurance written on a current ISO CG 00 01 occurrence based policy form and providing per project coverage limits of One Million Dollars ($1,000,000) per occurrence, One Million Dollars ($1,000,000) personal and advertising injury, Two Million Dollars ($2,000,000) products completed operations, and Two Million Dollars ($2,000,000) general aggregate including coverage for: (i) bodily injury (including coverage for death and mental anguish) and property damage, (ii) premises/operations liability; (iii) products/completed operations liability; (iv) personal and advertising injury liability; (v) independent contractors liability; and (vi) contractual liability coverage arising out of the Work including indemnity for injuries to Contractor's employees. Prior to the commencement of the Work, such policy of insurance shall (vii) be endorsed to add Owner, CPM Texas LLC, City of Georgetown Transportation Enhancement Corporation or "GTEC," a Type B sales tax corporation, City of Georgetown, a Texas home rule municipality and each of their affiliates, subsidiaries, directors, officers, board members, elected officials, members, advisors, employees, volunteers, agents, successors and assigns, all parties required to be indemnified and others as reasonably required by Owner (collectively, the "Additional Insureds") as additional insureds by way of ISO CG 20 37 10/01 and ISO CG 20 10 10/01 endorsements (or ISO CG 20 10 11/85 by itself), inclusive of ongoing operations and products-completed operations coverage, with coverage as broad as that afforded to Contractor and without any privity of contract requirements; (viii) be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the Additional Insureds with respect to Contractor's operations; (ix) extend completed operations coverage for not less than twelve (12) years after the Substantial Completion or the greater time under which a claim may be properly brought under the statute of limitations or repose, and Contractor shall provide evidence of insurance during such period at any time upon request by or on behalf of Owner; (x) not contain any exclusions or restrictions with respect to the type of construction contemplated by the Agreement; (xi) include contractual liability and additional insured coverage without any limitations for injuries to Contractor's own employees; (xii) contain a full waiver of subrogation in favor of the Additional Insureds; (xiii) contain no limitation or exclusion for any Additional Insured's vicarious liability, strict liability, or statutory liability, or any height or gravity related injuries exclusions or limitations; (xiv) not contain any action over exclusions or exclusions relating to injury to employees of Subcontractors; (xv) contain no XCU exclusion relating to Explosion, Collapse and Underground Property Damage; (xvi) contain no limitation or exclusion for resulting or consequential property damage; (xvii) contain no professional liability exclusion broader than ISO CG 22 79; (xviii) include a separation of insureds provision (with no cross-liability or insured v. insured exclusion); (xix) if applicable, not contain any exclusion for work within 50 feet of a railroad, light rail, subway or similar tracked conveyance and must contain endorsement ISO CG 24 17 or its equivalent for Contractual Liability – Railroads; (xx) include coverage for means and methods; (xxi) provide coverage for claims arising from hostile fire and building HVAC and related equipment (and not excluded by a pollution exclusionary wording or other similar wording); (xxii) contain no limitation or exclusion relating to Exterior Insulation

Finishing Systems ("EIFS"), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces; (xxiii) contain no limitation or exclusion relating to earth movement, subsidence, wildfire, flood, or wind damage; and (xxiv) provide that defense costs are not to be considered damages so as to erode the policy limits required under this Exhibit.

(B) Automobile Liability Insurance written on a form no less broad than the ISO CA 00 01 form, covering the ownership, maintenance, and operations of any automobile or automotive equipment, whether such auto is owned, hired, or non-owned. Contractor shall maintain insurance for bodily injury and property damage of not less than One Million Dollars ($1,000,000) per accident. Such policy shall not contain any exclusion for loading or unloading of a covered vehicle. If Contractor is hauling or transporting hazardous materials, such policy must also include ISO CA 99 48 and MCS-90 endorsements. Such insurance shall be endorsed to add the Additional Insureds as additional insureds on such form as is acceptable to Owner on a primary non-contributory basis.

(C) Workers Compensation Insurance covering statutory benefits in all states where operations are to be performed under this agreement as well as the state in which the employee resides. If applicable, coverage shall contain an "Other States Endorsement." Such policy shall include an Employers Liability coverage part with limits that shall be not less than One Million Dollars ($1,000,000) each accident for bodily injury by accident and One Million Dollars ($1,000,000) each employee and policy limit for bodily injury by accident. Such coverage shall provide a waiver of subrogation in favor of the Additional Insureds and shall include coverage or endorsements for Occupational Disease Benefits, Voluntary Compensation and Disability benefits, Jones Act and U.S. Longshoremen's and Harbor Worker's Act, if applicable. If Contractor borrows or leases any employees, Contractor shall also maintain coverage for such employees by way of alternate employer endorsement (WC 00 03 01 A or equivalent) to the Workers' Compensation Insurance.

(D) Umbrella/Excess Liability Insurance in excess of the commercial general liability, business automobile liability and employer's liability insurance required herein on an occurrence basis with limits of at least Twenty-Five Million Dollars ($25,000,000) per occurrence and Twenty-Five Million Dollars ($25,000,000) general aggregate as to Contractor, and Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) general aggregate as to Subcontractors. Such insurance shall be written as follow form or with a form that provides coverage that is at least as broad as the underlying primary insurance policies, including duty to defend. The Additional Insureds shall be added as additional insureds on a primary and non-contributory basis. Such Umbrella/Excess Liability insurance policies must be endorsed to provide that this insurance is primary to, and non-contributory with, any other insurance on which any of the Additional Insureds are an insured, whether such other insurance is primary, excess, contingent, self-insurance, or insurance on any other basis. This endorsement must cause the Umbrella/Excess coverage to be vertically exhausted, whereby such coverage is not subject to any "Other Insurance" clause under this Umbrella and/or Excess Liability policy.

(E) Property Insurance on a special causes of loss ("all risk") form covering the full replacement cost of property in which Contractor retains the risk of loss, including its own equipment, (stationary or mobile), tools (including employee tools), supplies, materials, and any other property of a similar nature owned, leased, or borrowed by Contractor. Such property insurance shall include (i) coverage for theft, fire, wind, water damage, terrorism, property in transit, vandalism, and use by unauthorized persons, (ii) no exclusion for personal property in the insured's care, custody, or control, and (iii) Owner and the other Additional Insureds as additional insureds and loss payees as their interests may appear. Contractor agrees to release and hold Owner and the other Additional Insureds harmless from any loss or damage to the personal property including loss of use thereof.

(F) Contractor's Pollution Liability Insurance covering claims and cleanup costs related to pollution and hazardous materials, with limits of not less than Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the annual aggregate. Such policy must: (i) cover the operations of the Contractor at the Project Site, at sites used to store materials, at temporary sites used in connection with the Project Site, in transit, and at owned or non-owned disposal facilities; (ii) include liability coverage for bodily injury (including death, sickness, and disease), personal injury, property damage (including loss of use of damaged property or of property that has not been physically injured), and clean-up costs resulting from the abatement and handling of hazardous and contaminated materials, including asbestos, and any other pollution condition (including unknown or latent conditions) that occurs above, beneath, or on the ground, inside or outside of structures, or in the atmosphere, as well as coverage for mold conditions and removal/transportation of aboveground and underground storage tanks (if applicable to the Work), transportation of hazardous wastes, liability relating to non-owned disposal sites, emergency response costs, contractual liability, and costs incurred in the investigation, defense, and settlement of claims; (iii) not exclude or restrict coverage related to fungus, bacteria (including legionella), contaminated drywall, lead, lead based paint or silica; (iv) provide coverage for loss of, damage to, or loss of use of property that directly or indirectly arises out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, any liquid or gas, waste materials or other irritants, contaminants or pollutants, into or upon the Project, any other land, the atmosphere, or any water course or body of water, whether such release is gradual or sudden and accidental; (v) apply to both sudden and non-sudden pollution conditions; (vi) be endorsed to add the Additional Insureds as additional insureds on a primary and non-contributory basis; and (vii) provide for a waiver of subrogation against the Additional Insureds. Such policy shall contain no exclusions or limitations of coverage relating to: (w) insured versus insured actions; (x) completed operations in any coverage part of the policy for either the insured or any Additional Insured; (y) damage to property that cannot be used or is less useful because of the operations of the insured; or (z) work performed by subcontractors. Such policy must be written on an occurrence policy form and continuously maintained as to completed operations coverage with respect to liability arising out of the Work for a minimum period equal to twelve (12) years after Substantial Completion or the greater time under which a claim may be properly brought under the applicable statute of limitations or repose; provided, however, if the Contractor's Pollution Liability policy is written on a claims-made basis, Contractor must (i) continuously maintain this policy in force by renewal or extended reporting provision for a minimum period equal to twelve (12) years after Substantial Completion or the greater time under which a claim may be properly brought under the applicable statute of limitations or repose; and (ii) cause a retroactive date to be applied to this policy equal to or preceding the commencement of the Work under this Agreement. If any Subcontractor (of any tier) is engaged for environmental abatement or remediation work, including treatment, storage, removal or transport of hazardous materials at, to, or from the site, or if Subcontractor's work includes, without limitation, excavation, boring, grading, demolition, plumbing, HVAC, fire sprinkler or process piping, or any other work which could in any way contribute to or cause moisture to be introduced into the interior of the building, either by construction, sealing or penetrating any portion of the building's exterior envelope, that Subcontractor must carry Contractor's Pollution Liability Insurance meeting the foregoing specifications with limits of not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in the annual aggregate.

(G) Professional Liability Insurance covering claims that may arise out of its professional errors and omissions in the execution of this Agreement, with limits of no less than Five Million Dollars ($5,000,000) per claim and Five Million Dollars ($5,000,000) in the aggregate. Such policy shall (i) remain in effect for twelve (12) years after Substantial Completion, the statute of repose period, whichever is greater (ii) not contain any exclusions, restrictions, or limitations applicable

to the Work or operations of the type being performed for the Project or Project type as contemplated by the Agreement; and (iii) apply with a retroactive date equal to or preceding the commencement of the Work. If any Subcontractor (of any tier) is engaged to perform any professional design or engineering services, that Subcontractor must maintain Professional Liability Insurance meeting the foregoing specifications with limits not less than One Three Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) aggregate.

(H) Aviation Liability Insurance In the event any fixed aircraft, or rotary aircraft (helicopters) of any kind or any Unmanned Aerial Vehicles ("UAV's" or "Drones") are used in connection with Project site and or execution of the Work, Contractor and the applicable Subcontractor shall maintain Aviation Liability Insurance covering all owned, non-owned and hired aircraft and UAV's used, operated or hired by Contractor in connection with the Project, including coverage for bodily injury, property damage and passenger liability as applicable. Policy limits must be in accordance with Owner's requirements which shall be determined in Owner's discretion based on the risk. Such coverage shall include Owner and the other Additional Insureds as additional insureds on a primary and non-contributory basis. If any aircraft is to be used to perform lifts at the Project site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment or material being lifted. All such lifts must be coordinated with the Owner and Contractor for approval prior to execution of lift.

(I) Fidelity and Crime Insurance Fidelity and crime insurance with employee dishonesty with limits of liability of no less than Five Million Dollars ($5,000,000) per claim and aggregate, including third party coverage.

(J) Cyber Insurance Cyber risk insurance with limits of liability of not less than Five Million Dollars ($5,000,000) per claim and aggregate. Contractor's cyber risk insurance must cover first party losses and third party liability, where applicable, for data breaches, disclosure of personal information, credit monitoring, data breach response costs, reputational loss, business interruption, business income loss and dependent business income loss, data/network restoration costs, theft of proprietary corporate assets, funds transfer fraud, social engineering, and cyber extortion, as well as costs, attorney's fees, fines, settlements, and judgments resulting from legal or regulatory proceedings.

(K) Subcontractor Default Insurance / Payment Bonds

a. *Bonds*: If required by Owner, Contractor shall obtain and maintain, at all times during the performance of the Work, a labor and material payment bond, each (i) prepared by a surety licensed in the state where the Work is located and approved by Owner, (ii) on a form AIA Document A312, or equivalent in form and substance satisfactory to Owner, and (iii) satisfying the statutory requirements of the state in which the Project is located. Each bond shall be prepared in an amount equal to one hundred percent (100%) of the Guaranteed Maximum Price and delivered to Owner within ten (10) Days following execution of the Agreement. The Owner shall be named as obligee on all payment and performance bonds. Any bonds shall include an Expedited Dispute Resolution provision stating that whenever a principal is declared in default under the contract the surety must provide coverage to the Owner as obligee within fifteen (15) days of receipt of notice of such default. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

b. *SDI*: If consented to by Owner in its sole discretion, Contractor may, in lieu of performance and payment bonds, furnish a subcontractor default insurance policy ("SDI"). The terms, coverages, provisions and portions and amounts thereof payable by Contractor prior to payment under the SDI shall be subject to Owner's review and acceptance. In the event an SDI is implemented, Contractor shall provide Owner with a Financial Interest or Owner's endorsement to such effect. The cost of the SDI (if applicable) is included in the GMP, would be in place of the cost and charges for Subcontractors' payment and performance bonds, and would not exceed the amount thereof. At Contractor's discretion and subject to Owner's approval, certain Subcontractors may not be enrolled into the SDI Program and instead, such party(ies) may be required to provide 100% performance and payment bonds. In no event shall Owner be charged for both such payment and performance bonds and the SDI for the same party. The maintenance by Contractor of an SDI policy pursuant hereto does not limit the liability of the Contractor under the Contract Documents. Contractor shall give the Owner notice of any default by any Subcontractors or suppliers hired by Contractor in connection with this Project within five (5) days of such default, and Contractor shall keep Owner fully apprised of the amount and status of any claims made under the SDI policy that may diminish the limits available with respect to this Project. Premiums associated with the SDI policy are included in the GMP, and any additional premium shall not be paid as a reimbursable cost or a Cost of the Work, unless such additional premium amount is a direct result of a Change Order requested by Owner. The cost of Contractor's SDI program shall be paid for by Owner at the rate of [ ]%, and any Change Order pricing shall include a charge at the same rate. Payment of the SDI premium shall be made by Owner, in full and without retention, in the first payment requisition following enrollment of the Project into the SDI program. Contractor shall provide a certificate of insurance to Owner evidencing its maintenance of an SDI policy in conformance with the requirements set forth herein prior to commencing any work on or associated with the Project and upon each renewal of the policy, and upon Owner's request, Contractor shall provide a complete copy of the SDI policy (including declarations pages and all endorsements). Contractor shall be solely responsible for any and all deductible, retention, and co-pay amounts due under the SDI policy and any and all losses or damages exceeding the SDI policy limits or proceeds. At the Owner's sole discretion, the Contractor may be required to provide sufficient evidence that the SDI policy deductible(s), retentions, and/or co-pay(s) are secured through a deductible/co-pay "buyback" insurance policy, letter of credit, or other means such that unfunded deductibles and co-pays do not become the obligation of the Owner in the event the Contractor defaults as a result of insolvency. Notwithstanding anything to the contrary in the Contract Documents, in the event of a claim or loss relating to a subcontractor default, regardless of the amount of such claim or loss, it is agreed that the parties shall look first to coverage under Contractor's SDI policy (rather than, by way of example and without limitation, the Contingency or increasing the Cost of Work), unless otherwise agreed upon by Owner in writing. All refunds, if any, from any premiums, whether for bonds (of Contractor or of Subcontractors of any tier) or an SDI shall be calculated at final payment and shall be remitted to Owner.

(L) Builder's Risk Insurance: insuring the interest of Owner (as Named Insured), Owner's lender (if any), Contractor and Subcontractors (of every tier), including coverage against the perils of fire and extended coverage and physical loss or damage and including, in sublimits approved by Owner, coverage for earth movement, flood, theft, vandalism, malicious mischief, falsework, windstorm, expediting expense, testing, and collapse, written on a completed value and full replacement cost basis in an amount not less than the Contract Sum and all authorized and approved Change Orders. Coverage will include all materials, supplies and equipment that are

specifically intended for installation into the Work while such materials, supplies and equipment are temporarily located off the Site of the Work, in transit to the Site of the Work, or are temporarily located or stored off the Site of the Work for the purpose of storage at the risk of one of the insured parties. Such coverage shall also cover temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. In the event the Agreement is terminated, Contractor shall assign to Owner all of its right, title, and interest in the Builder's Risk policy and any proceeds thereof. Notwithstanding anything to the contrary herein, Owner may elect to maintain the Builder's Risk Insurance in lieu of Contractor in Owner's sole discretion. If Owner maintains the Builder's Risk Insurance, Owner will provide evidence of such insurance to Contractor upon reasonable request. Owner and Contractor agree to waive rights of subrogation against each other to the extent a loss is covered by Builder's Risk Insurance, and the Builder's Risk Insurance shall be endorsed or otherwise provide for such waiver of subrogation.

II. General Conditions. Each policy of insurance required under this Agreement shall be subject to the following general provisions:

(A) All insurance policies required to be maintained by Contractor and its Subcontractors (except for Worker's Compensation and Professional Liability Insurance, where applicable) shall include a Separation of Insureds clause such that the insurance applies separately to each insured against whom a claim or suit is asserted, and such policies shall not contain any limitation or exclusion with respect to cross-liability for claims or suits by one insured against another. In addition, all liability policies, except Professional Liability Insurance, shall provide that defense costs from any claim will apply outside the applicable limits of insurance.

(B) Contractor hereby waives all rights of subrogation and recovery against Owner and any Additional Insureds to the extent any claims, loss or damage, are insured under the insurance required in this Exhibit, including within any self-insured retentions on the General Liability & Workers' Compensation. The Contractor shall require each Subcontractor to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work to the extent of any claims, loss or damage, which are insured under the insurance required in this Exhibit. Contractor shall ensure that each of its insurers waive subrogation in favor of the Additional Insureds, whether by endorsement or otherwise. Contractor shall also ensure that each of its Subcontractors' insurers waive subrogation in favor of the Additional Insureds as required herein.

(C) Any and all the deductibles associated with the policies providing the insurance coverage required of Contractor and Subcontractors herein shall be assumed by, for the account of, and at the sole risk of Contractor and its Subcontractors. In no event will any deductible or self-insured retention be deemed a Cost of the Work nor will Contractor have access to the Contingency for any such costs. No deductible or self-insured retention may exceed Twenty-Five Thousand Dollars ($25,000) without prior written consent of Owner.

(D) Prior to the commencement of the Work, Contractor and all of its Subcontractors shall furnish certified copies of all insurance policies required herein, including Owner-specific endorsements. In addition, Certificates of Insurance ("Certificates"), shall be provided to Owner on ACORD 25 or a substitute equivalent form. These Certificates shall evidence the following for each and every policy: (i) insurance company name, (ii) policy number, (iii) policy period, (iv) per occurrence and aggregate limits, (v) deductibles or self-insured retentions, (vi) confirm coverage is primary and non-contributory, and (vii) any applicable additional insured or waiver of subrogation endorsements attached. These Certificates shall also expressly provide that the insurance

companies issuing the specified policies shall endeavor to mail at least thirty (30) days advance written notice of cancellation or non-renewal to all certificate holders, except for cancelation due to lack of payment of premium, for which a ten (10) day notice is allowed.

(E) If any policy required to be carried pursuant to this Agreement is cancelled, not renewed, and/or materially changed, Contractor must immediately cease work and notify Owner. If permitted to resume work by Owner, Contractor may not resume work until it has obtained replacement insurance according to the requirements set forth in this Exhibit, provided that documentation of such replacement insurance (including, but not limited to, Certificates) have been received by Owner as noted above, and Contractor has received an instruction to proceed from Owner.

(F) At least ten (10) days prior to renewal of any of Contractor or Subcontractor insurance policies required herein, such policies shall be provided to Owner, or until such policies become available, a renewal certificate of insurance and all other policy documents as requested by or on behalf of the Owner shall be provided to Owner.

(G) Each policy of insurance required to be maintained by Contractor and its Subcontractors shall be issued by insurance companies (i) authorized to do business in the state where the Project is located and (ii) rated by A.M. Best Company as having a financial strength rating of "A-" or better and a financial size category of "VIII" or greater or as otherwise satisfactory to Owner. If such rating for an insurer ever falls below such ratings, a replacement insurer shall be obtained and a new certificate of insurance shall be provided to Owner within thirty (30) days at Contractor's expense.

(H) Owner reserves the right to, from time to time, reasonably require Contractor to maintain such other insurance that is comparable to requirements of other owners of comparable properties in the area in which the Project is located.

(I) The limits of insurance required by this Agreement are minimum limits only and not intended to limit Contractor's liability under the Agreement. In the event Contractor has in force any insurance coverage with coverages broader and or limits higher than those coverage amounts and terms specified herein, such broader terms and higher limits shall insure and be available to each Additional Insured, and this Agreement shall be deemed to require such broader terms and higher limits. Further, all obligations and requirements placed on Contractor in this Exhibit (including, without limitation, maintenance of products-completed operations coverage, provision of renewal certificates, additional insured status for completed operations, primary and non-contributory coverage, and waiver of subrogation) shall survive the expiration, completion, or termination of the Agreement.

(J) Contractor in all respects and in a timely manner shall assist and cooperate with Owner in connection with reporting and adjustment of all claims under all applicable insurance policy(ies).

(K) In the event of failure of the Contractor to furnish and maintain any insurance required by this Agreement, Owner shall have the right, but not the obligation, to purchase and maintain the same for all parties, on behalf of the Contractor and at Contractor's expense. Contractor agrees to immediately reimburse Owner for such costs immediately upon receipt of an applicable invoice.