

THE STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO         §

**PROFESSIONAL SERVICES AGREEMENT**  
**C-22-0214-05-17**

**THIS AGREEMENT (“Agreement”)** is made and entered on this 17<sup>th</sup> day of May 2022, by and between **HIDALGO COUNTY, TEXAS (“County”)**, and **Brownstone Consultants, LLC, (“Construction/Project Manager”)**.

**W I T N E S S E T H:**

**WHEREAS**, the County is in need of **Professional Construction/Project Management Services** (the “**Services**”) for the “**Construction and Project Management Oversight of El Paraiso Project**”;

**WHEREAS**, the County has determined that the services of a professional construction/project management company are necessary to carry out the required **Services**;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254 (the “Texas Professional Services Procurement Act”), the County requested Statements of Qualifications from professional construction/project management firms to assist the County by providing the **Services**;

**WHEREAS**, the County solicited Requests for Qualifications (“**RFQ**”) for the development and establishment of a yearly pool for “**Professional Construction/Project Management Services**”;

**WHEREAS**, the Construction/Project Manager was pre-qualified from the County’s pool of Professional Construction/Project Managers and has been selected from the pool to provide Professional Construction/Project Management Services for the “**Construction and Project Management Oversight of El Paraiso Project**” in Hidalgo County Precinct. No. 3 (“**County**”), in accordance with the terms and provisions of **Exhibit “A”**, i.e., Requirements/County’s Request for Qualifications, attached hereto and incorporated by reference herein;

**WHEREAS**, the County shall provide a “Scope of Services to be provided by Owner” detailed in **Exhibit “B”**, attached hereto and incorporated by reference herein, and the selected

Construction/Project Manager shall submit a “Project Specific Scope of Services to be provided by Construction/Project Manager” detailed in **Exhibit “C”**, attached hereto and incorporated by reference herein;

**WHEREAS**, in continuation of the procurement process and in response to the County’s request to negotiate for a fair and reasonable price pursuant to Chapter 2254 Texas Government Code, the Construction/Project Manager has provided a fee schedule in **Exhibit “D”**, i.e., Contract Rates, attached hereto and incorporated by reference herein as; and

**WHEREAS**, the County has determined that the services of a Professional Construction/Project Management Services are required.

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

1. County and Construction/Project Manager hereby agree that this Agreement is entered into in order to provide the Services for Hidalgo County. This contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Scope of services to be provided by the Owner are detailed in the attached Exhibit “B”. The County will furnish Specifications to Construction/Project Manager for the development of the project(s) and fulfillment of this Agreement. Construction/Project Manager agrees to review the project as presented by the County and submit to the County within fourteen (14) days of receipt of the Specifications, a proposal and a work authorization. The proposal shall include, but not be limited to, the following: (1) fee structure for the project; (2) services included in the basic fee; (3) amount of, or basis for, compensation for additional services (including additional services that may arise during the course of the project and cost of Construction/Project Manager’s consultants); and (4) cost for reimbursable expenses (collectively the “Construction/Project Management Services Proposal”);

3. The County may enter into negotiations with the Construction/Project Manager regarding the Construction/Project Management Services for the “**Construction and Project Management Oversight of El Paraiso Project**”, and should the parties reach an agreement, then the Construction/Project Manager will submit a “**Work Authorization**”, an example of which is attached hereto and incorporated by reference herein as **Exhibit “E”**, to the County for approval and execution. The Work Authorization will detail the

Construction/Project Manager's duties and responsibilities with respect to the specific project. Project Specific services to be provided by the Construction/Project Manager are detailed in the attached **Exhibit "C"**. However, if the parties are unsuccessful at coming to terms with the project, then the County may seek the services of other professional Construction/Project Managers.

4. Construction/Project Manager agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

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

6. **Term.** This Agreement is for a period of **one (1) year**, effective **May 17, 2022**, and will terminate **May 16, 2023**, or unless sooner terminated as provided herein. The Construction/Project Manager will not begin to work or incur costs until authorized in writing by the County with Project Specific "**Work Authorization**".

7. **Compensation and Work Authorizations.** The maximum amount payable under this Agreement shall not exceed the amount for each "**Work Authorization**", unless an amendment is executed as provided hereinafter. The Construction/Project Manager shall submit periodic requests for payment within (30) thirty days after completion of each **Work Authorization**. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Construction/Project Manager agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to the Construction/Project Manager shall be mailed to the address shown in Paragraph No. 28, titled "**Notices**" herein.

8. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Construction/Project Manager, or of a subcontractor, the Construction/Project Manager shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

**9. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, then an amendment shall be executed within the agreement period by use of a “**Supplemental Agreement Form**”, more particularly described in **Exhibit “F”**, attached hereto and incorporated by reference herein. The County retains the right to reject any such amendment proposed by the Construction/Project Manager. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Construction/Project Manager, the County shall require the Construction/Project Manager to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Construction/Project Manager, the County will reimburse the Construction/Project Manager for the additional work at the same rate of pay established in **Exhibit “D”**, i.e., “Contract Rates”. If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all state procurement laws.

**10. Reporting.** The Construction/Project Manager shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated if any by the County or if Federal Funds are involved, Federal assistance is needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**11. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Construction/Project Manager or furnished to the Construction/Project Manager by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Construction/Project Manager shall not be liable for the reuse or modification of its work product. The Construction/Project Manager may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**12. Suspension of Work.** Should the County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Construction/Project Manager, followed by written confirmation from the County to Construction/Project Manager to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Construction/Project Manager to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Construction/Project Manager. The sixty-day notice may be waived if agreed in writing by both the County and Construction/Project Manager. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

**13. Progress and Coordination.** The Construction/Project Manager shall, from time to time during the progress of the work, confer with the County. The Construction/Project Manager shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Construction/Project Manager's services and work.

At the request of the County or the Construction/Project Manager, conferences shall be provided at the Construction/Project Manager's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Construction/Project Manager's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the

Construction/Project Manager's preliminary report will be addressed by the Construction/Project Manager in the final report.

If funds by other agencies or entities are to be used for the development of any project awarded under this Agreement, the Construction/Project Manager's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Construction/Project Manager's Services and work does not satisfy the requirements of the approved **Work Authorization**, as provided by **Exhibit "E"**, the County shall review the approved **Work Authorization** with the Construction/Project Manager to determine the corrective action needed by either the County or the Construction/Project Manager.

The Construction/Project Manager shall promptly advise the County in writing of events which have a significant impact upon the progress of the Construction/Project Manager's Services and work and the approved **Work Schedule**, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Construction/Project Manager within established time periods; this disclosure will be accompanied by a statement by the Construction/Project Manager of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. Favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**14. Independent Contractor.** Construction/Project Manager must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Construction/Project Manager under this Agreement. Notwithstanding the foregoing sentence, Construction/Project Manager represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service

program. Construction/Project Manager agrees to be responsible for any federal income tax, withholding, or social security tax liability that might arise from payments received hereunder.

**15. Subcontracting and Assignment.** The Construction/Project Manager shall not assign, sub-contract, or transfer the Construction/Project Manager's interest in this Agreement without the prior written consent of the County. The Construction/Project Manager shall bind every subcontractor by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subcontractor. No subcontractor relieves the Construction/Project Manager of any responsibilities under this Agreement.

**16. Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Construction/Project Manager.

**17. Insurance.** Consistent with its status as an independent contractor and at its sole expense, Construction/Project Manager agrees that throughout the duration of the work under this contract and any extension thereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary for providing Services or are otherwise required by law, and shall require of all its sub-consultants connected with providing services under this contract to provide insurance in full force and effect as well. Insurance policies shall cover, but are not limited to, Construction/Project Manager's activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering Construction/Project Manager's activities in providing the services to the County. Coverage shall be in the amounts specified by the County in the Request for Qualifications ("RFQ") or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. Construction/Project Manager shall furnish to the County certificate(s) of insurance and all renewals throughout the duration of any assigned Project on an Accord form, issued by the insurer that such insurance is in full force and effect. **See attached Exhibit "G", i.e., Certificates of Insurance**, attached hereto and incorporated by reference herein. For each applicable policy, Construction/Project Manager shall name the County as an additional insured. Construction/Project Manager shall notify the County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Construction/Project Manager shall make any other insurance documentation available to the County upon request.

**18. Licenses.** As a condition of this Agreement, Construction/Project Manager shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof to provide the required Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and the Construction/Project Manager shall immediately notify the County.

**19.** All trucks or vehicles operated by the Construction/Project Manager to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Construction/Project Manager who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services. Construction/Project Manager shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

**20. Payment of Franchise Tax.** The Construction/Project Manager hereby certifies that the Construction/Project Manager is not delinquent in Texas franchise tax payments, or that the Construction/Project Manager is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

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

**22. Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order, or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them to the legal requirements and only during the time such conflict exists. In case anyone, or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any

other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**23. Termination by County.** If Construction/Project Manager fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies, and outputs required by County, or if Construction/Project Manager fails to comply with any conditions in this Agreement, the County shall have the right to terminate this Agreement upon giving ten (10) days prior written notice to Construction/Project Manager.

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

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

**26. Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Construction/Project Manager hereby consents to personal jurisdiction in Hidalgo County, Texas.

**27. INDEMNIFICATION. CONSTRUCTION/PROJECT MANAGER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY TO THE EXTENT ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE NEGLIGENT PROVISION OF THE SERVICES BY CONSTRUCTION/PROJECT MANAGER UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY INTENTIONAL MISCONDUCT, NEGLIGENT ACT, OR FAILURE TO ACT BY THE CONSTRUCTION/PROJECT MANAGER, ITS AGENTS, OR EMPLOYEES. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.**

**28. Notices.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing

and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
Attention: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

CC: Precinct No. 3  
Attn: Commissioner Everardo “Ever” Villarreal  
724 Breyfogle Rd.  
Mission, Texas 78574

If to Construction/Project Manager: Brownstone Consultants, LLC  
Attention: Carlos Del Angel  
P.O. Box 3898  
McAllen, Texas 78505

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

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

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

**31. Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender and the singular shall include the plural whenever and as often as may be appropriate.

**32. Authority.** The execution and performance of this Agreement by County and Construction/Project Manager have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligation of County and Construction/Project Manager in accordance with its terms.

**33. Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Surveyor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including the lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that during any term hereof the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this agreement, County may terminate the Agreement upon thirty (30) days written notice to Surveyor. County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1966).

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

**35. Nondiscrimination.** Construction/Project Manager, including subcontractors, assignees, and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Contract. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

**36. Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.237, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal

Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

*[Signature page to follow]*

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON May 17, 2022.**

**Agenda Item No. 85842**

**Executive Office:** \_\_\_\_\_

**VENDOR:**

Brownstone Consultants, LLC

**COUNTY:**

COUNTY OF HIDALGO

\_\_\_\_\_  
Carlos Del Angel, Managing Partner

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**

Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.

**ATTEST:**

\_\_\_\_\_  
Robert Vina, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**

**EXHIBIT A** -Requirements/County's Request for Qualifications

**EXHIBIT B** -Scope of Services to be provided by Owner

**EXHIBIT C** -Project Specific Scope of Services to be provided by Construction/Project Manager

**EXHIBIT D** -Contract Rates

**EXHIBIT E** -Work Authorization Form

**EXHIBIT F** -Supplemental Agreement Form

**EXHIBIT G** -Certificates of Insurance



Sealed Submission for 2022 Pools of Professional Services

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**RFQ No: 2021-0785-02-23-JDC  
Construction and/or Project  
Management Services Pool**

Opening Date:

Wednesday, February 23, 2022 Opening Time: 2:00pm

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## SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided in Vendor Instructions within this section of this solicitation:

- Submission Cover Sheet** - Must include the following:
  - Company Name, Company Address, Company Phone Number
  - Project Name: Sealed Submission for 2022 Pools of Professional Services – Construction and/or Project Management Services
  - Procurement Number: RFQ No. 2021-0785-02-23-JDC
  - Opening Date: Wednesday, February 23, 2022
  - Opening Time: 2:00pm
- Table of Contents**
- Section I: Required Documents (signed and filled) and Executive Summary**
  - **Executive Summary** - The summary should include:
    - Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
    - Name, title, email, telephone and fax number of person(s) authorized to contractually obligate vendor's company with proposal and any future negotiations; and
    - Understanding of the Project
  - **Legal Notice Acknowledgement**
  - **Appendix "B" – Areas of Specialization**
  - **Appendix "C" – Insurance Requirements**
    - Proof of Insurance
    - Insurance Requirement Acknowledgement
    - Project Requirements Acknowledgement
  - **Appendix "D" – Conflict of Interest Questionnaire**
    - CIQ Form – Copy of County Clerk File with fee receipt (when applicable)
    - Form 1295
  - **Appendix "E" – Vendor Forms**
    - Vendor Application
    - HUB Declaration
    - W-9
  - **Appendix "F" – Certification Regarding Debarment**
    - Signed Certification
    - SAM.gov Registration Acknowledgement
  - **Appendix "H" – Contracts Under Federal Award 2 – CFR 200**
    - Byrd Anti-Lobbying Contract Clause
    - 2 CFR 200 Certification
  - **Appendix "J" – Respondent's Affidavit**
  - **Addenda (when applicable; see Addenda under Legal Notice)**
- Section II: Vendor Information**
- Section III: Vendor Experience and Qualifications**
- Section IV: Scope of Services and Narrative of Proposed Services**
- Section V: Legal Documents**
- Section VI: Miscellaneous**



February 23, 2022

Jaime "JD" Cortez  
Contract Specialist III  
Hidalgo County Purchasing Department  
2802 S. Bus. Hwy 281  
Edinburg, TX 78539

**Re: RFQ No: 2021-0785-02-23-JDC – "Construction and/or Project Management Services Pool"**

Dear Mr. Cortez,

We are pleased to submit our qualifications to serve Hidalgo County for the Construction Management Services Pool. This letter indicates our interest in providing your team with proven construction management support in a manner that fully meets the unique needs of Hidalgo County.

We are well-suited to provide these services based on our understanding of Hidalgo County, our experience with managing projects in South Texas, our portfolio of local work, and our comprehensive suite of services. Each of these distinct aspects of our firm are addressed in this response, with context of the value they provide to Hidalgo County.

Most importantly, you can count on our team. We pride ourselves in providing the most client centric experience in South Texas staffed and operated by local professionals.

We appreciate the opportunity to serve you and stand ready to work together in delivering this important initiative for our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "CD", written over a circular stamp or mark.

**Carlos Del Angel, CCM, PMP**  
Managing Partner  
Brownstone Consultants, LLC



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**COVER SHEET**

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**OFFER LETTER**

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- Appendix "F" – Certification Regarding Debarment
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**SECTION II: VENDOR INFORMATION**

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**SECTION III: VENDOR EXPERIENCE AND QUALIFICATIONS**

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**SECTION IV: SCOPE OF SERVICES AND NARRATIVE OF PROPOSED SERVICES**

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SECTION I:  
**REQUIRED DOCUMENTS**



Brownstone Consultants, LLC  
P.O. Box 3898  
McAllen, TX 78505

Brownstone Contact Info/Authorized Personnel:

Name: **Carlos Del Angel, CCM, PMP**

Title: **Managing Partner**

Email: **carlos@bstone.biz**

Telephone: **(956) 307-3057**

Fax: **N/A**

## Executive Summary

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**Brownstone Consultants, LLC (Brownstone)** is a McAllen, Texas based construction management firm established in 2018, with a satellite office in San Antonio, Texas. The Brownstone team is staffed with construction professionals that have the technical expertise and industry experience in project planning and programming, project controls, traditional and alternative construction delivery methods, contractor oversight and inspection, construction contract administration, and closeout and turnover. ***Brownstone was developed to serve our Owner's, and our core competency is our ability to deliver capital improvement programs and projects, on-time, and on-budget, for our public sector Owners.***

Brownstone has provided exceptional program, project and construction management services since its inception and its staff has over fifty years of combined experience in the management, inspection, and contract administration of local, state, and federally funded capital improvement projects. Offering a diverse set of services, our team has grown by providing experienced professionals and creative solutions on a variety of projects and programs.

Brownstone is skilled in managing complex, multi-agency construction projects through all phases of project development with a proactive approach focused on communication. Our Program and Project Management Services include, but are not limited to:

- Pre-Project Planning Services
- Alternative Project Delivery Analysis
- Constructability Review
- Construction Inspection & Management
- Consultant & Contractor Procurement & Negotiation
- Cost Estimating/Project Budgeting
- Design Phase Management
- Facility Programming & Analysis
- FF&E, Turnover and Move Management
- Project Audits
- Pre-Construction Services
- Quality Assurance and Quality Control Audits
- Total Project Scheduling
- Project Controls



**Projects Overview**

Services	Project Type	Construction Cost:
<b>Project &amp; Construction Management</b>	<b>Local Government Facilities &amp; Infrastructure</b>	<b>\$74M</b>
	<b>Parks and Youth Facilities</b>	<b>\$3.4M</b>
	<b>Bridge &amp; Roadway</b>	<b>\$48M</b>
	<b>TOTAL:</b>	<b>\$125.4M</b>

**Understanding of Project**

Brownstone Consultants, LLC understands that Hidalgo County is seeking qualified firms interested in providing comprehensive professional services as part of the 2021 Professional Services Pool. Furthermore, we understand that any qualified respondents may be engaged from the pool to provide professional services on an "As Needed Basis" or on a "Project-Specific Basis".

We commit to provide quality projects that fulfill Hidalgo County's needs and meets your expectations while being done as seamless as possible on schedule and within budget. We further understand that you want a team who will best represent your needs and interests. To accomplish this, we begin with our unique process that aligns owner values and expectations with the budget and anticipated schedule. Our process is continuous throughout the lifecycle of a project from Pre-Design to Post-Construction. We are also familiar with federal, state, and local regulations, and ensure the project is delivered within the requirements specified by the governing jurisdictions. Lastly, the Brownstone Team is a locally owned and staffed company with extensive experience working in Hidalgo County, with a proven process that delivers complex projects on time and on budget while exceeding client expectations

Any project presents factors (i.e. time & cost implications), requirements, and expectations that must be considered throughout a project lifecycle. The identification of these elements early in the project planning process can help minimize inconveniences and avoid unexpected expenses to Hidalgo County. Balancing these project influences while maintaining transparency will be key in maintaining positive project image. By starting early, we ensure unification of stakeholder considerations and define a clear project vision. Although managing multiple stakeholder expectations can be challenging, if consensus is found and expectations aligned; potential for miscommunications, delays and changes diminishes greatly and the probability of project success increases exponentially.



## LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as "Offeror", "Vendor", "Respondent", or "Contractor") submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as "Procurement Packet") made by the County of Hidalgo (hereinafter referred to as "Hidalgo County" and "County" or any other governing body/agency for which the Hidalgo County Purchasing Department has been authorized to perform procurement services.

It is the Offeror's sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County's interpretation shall govern.

The following is a link to all adopted Hidalgo County policies (<https://www.hidalgocounty.us/805/County-Administrative-Policies>), which for all purposes, when applicable and whether specified explicitly or not, are incorporated by reference as part of this procurement packet and any resulting agreement.

**1. ACCEPTANCE OF SUBMISSION.** Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror's submitted response is to remain firm for a minimum of ninety (90) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.

**2. ACCESS TO RECORDS.** In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

**3. ACCOUNT CREATION FOR PAYMENT.** Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor's Office in order to establish an account with the County for payment, including information requested on Hidalgo County Vendor Enrollment Solution, **Appendix "E"** on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor's Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

**4. ADDENDA.** When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must **sign in blue ink and include it in the returned submission package.**

**5. ASSIGNMENT.** The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court (hereinafter referred to as "Commissioners Court"), or other applicable governing body.

**6. AWARD.** Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on **Appendix "B"**, in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners' Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

**7. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** The County will search a database maintained by the Texas State Comptroller which contains relevant vendor information. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures



applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

**7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252.** Pursuant to the Texas Government Code, including but not limited to Chapter's 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

**7.2 Breach of Ethics.** Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

It shall be a breach of ethics to offer, give, or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or response to a request therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**7.3 Bonds.** If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in Appendix "C". Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

**7.4 Boycott Energy Companies Verification – TEX. GOVT. CODE 2274.** In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not boycott energy companies, and it will not boycott energy companies during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declarations page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §809.001(1), "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)".

As per Ch. 2274(c), this verification requirement does not apply to the County if it determines that this requirement is inconsistent with the County's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**7.5 Boycott Israel Verification - TEX. GOVT. CODE 2270.** In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of \$100,000 or more.



**7.6 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion.** The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, or state assistance, as described under Executive Order 12549, "Debarment and Suspension." The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at [www.sam.gov](http://www.sam.gov) with their response.

**7.7 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate.** When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of \$2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

#### **7.7 Disclosure of Conflict of Interest.**

**7.7.1 As an Offeror.** Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror's employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County's elected official, department head, or employee, or a member of their family, received any gifts valued in excess of \$250 during the preceding twelve (12) month period, or employment of any County's elected official, department head, or employee, or the County official's family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

**7.7.2 Certificate of Interested Parties (Form 1295).** Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code

Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

**7.7.3 Collusion.** The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent's Affidavit (Appendix "J") must be included in the response.



**7.7.4 Consultants Excluded from Competition.** An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

**7.7.5 Disclosure of Interested Parties (Form CIQ).** Offeror must fully disclose the existence of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as **Appendix "D"**, must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse, at 100 N. Closner, Edinburg, TX 78539 no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

**7.7.6 Disclosure to Report Lobbying.** When applicable, pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the contract term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as detailed in **Appendix "H"**.

**7.8 Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov't. Code Ch. 2274.** In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declaration page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §2274.001(3), except as otherwise indicated, to "discriminate against a firearm entity or firearm trade association" means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association".

As per Ch. 2274, this verification requirement does not apply to the County if it contracts with a sole-source

provider, does not receive any bids from a company that is able to provide the required written verification above, or the contract is exempt from compliance under Tex. Gov't. Code sec. 2274.003 relating to the issuance, sale or delivery of notes.

**7.9 Disqualification of Offeror.** By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

**7.10 Ethical Business Practices.** Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, eduardo.belmarez@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.



**7.11 Historically Underutilized Business/Disadvantaged Business Enterprises.** The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in **Appendix "E"**.

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation (TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

**7.12 Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that the County has no supervision of the performance of the Services provided by Vendor, and that Vendor is an independent contractor under an award through this procurement packet.

**7.13 Nondiscrimination.** By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

**7.14 Texas Public Information Act.** The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and **submissions are subject to inclusion into the public record after award**. To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET**". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf,



that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

**7.15 Title VI Notice.** The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Further, Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as attached hereto as Appendix "G". Offeror agrees to comply with Title VI as may be required.

**8. CONTRACT OBLIGATION.** Hidalgo County Commissioners Court must award the contract and the County Judge must sign the contract before it becomes binding on Hidalgo County or the Offeror. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

**9. CONTRACT RENEWALS.** Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.

**10. CONTRACT TRANSITION (Grace Period).** In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration/termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

**11. COST OF GOODS AND SERVICES.** Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

**12. COUNTY APPROVED HOLIDAYS.** There are fourteen (14) County approved holidays. The Offeror is advised that official County business will not be conducted on those dates. The link of approved holidays can be found on: <https://www.hidalgocounty.us/115/County-Holidays>.

**13. EVALUATION.** Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to evaluations and negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.



**14. FISCAL FUNDING.** Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized "Grant Funding" rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

**14.1 General Funding.** A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor.

**14.2 Grant Funding.** Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix "H"**. It is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

**15. FORCE MAJEURE.** If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**16. GOVERNING LAW.** This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas. Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

**17. HIPAA COMPLIANCE.** When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**18. INDEMNIFICATION.** The successful Offeror, shall indemnify, defend, save, and hold Hidalgo County, all its elected officials, officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property directly or indirectly from contractor's performance on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Offeror shall pay any judgment with costs which may be obtained against the



County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to the County. The Successful Offeror indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement and the like, arising out of the goods and services provided by successful Offeror.

**19. INSPECTIONS & TESTING.** Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate.

The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (2) business days at no expense to the County. Items that are not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

**20. INSURANCE.** Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See **Appendix "C": Insurance Requirements**). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

**21. LEGAL DOCUMENTS.** Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.

**22. MAINTENANCE.** Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on **Appendix "B"**. If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**23. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS.** When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. As such, upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that may warrant an adjustment in bid prices contained in the contract. When applicable, the following procedure and conditions may be employed to mediate price volatility:

- A Vendor shall:
  - *make its Market Volatility and Unit Price Adjustment request in writing to the County Purchasing Agent.*
  - *tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the Vendor of the price changes.*
  - *put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.*
  - *notify the County at the time when the Vendor's costs for items, supplies, and or services reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.*



- Price adjustment reviews may only be requested by the Vendor on a quarterly basis; however, the County may at its own discretion, conduct temporary price adjustment reviews at any time.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- The County may only grant a price increase if the evidence presented is deemed reliable.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
- Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- Price increases are only valid for the quarter in which they are requested and approved.
- Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension.
- The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**24. MATERIAL SAFETY DATA SHEETS.** Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

**25. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS.** With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on Appendix "A". A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.

**26. NAME BRANDS.** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

**27. NEW MILLENNIUM COMPLIANCE.** All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.



**28. PAYMENT UNDER CONTRACT.** If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

**29. PERFORMANCE ENFORCEMENT.** Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

**30. POST-AWARD DELIVERY INSTRUCTIONS.** Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (72) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

**31. POST-AWARD INVOICES AND PAYMENTS.** Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. All payments are

subject to compliance with the Texas Prompt Payment Act.

Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. No charges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy. 281, Edinburg, Texas 78539, (956) 318-2511.

**32. PROCUREMENT PACKET FORM COMPLETION.** Fill out and return to the Hidalgo County Purchasing Department one (1) complete response in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE COMPANY NAME, RETURN ADDRESS, THE RFB, RFP, RFQ, etc., PROJECT DESCRIPTION, OPENING DATE AND TIME, AND BE MARKED "SEALED PROPOSAL"**. For Offeror's convenience, the shipping label on **Appendix "N"** can be used on the submission packet. An authorized representative of the Offeror should sign the Submission Cover Sheet. The contract will be binding only when signed by Hidalgo County, funds are certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order is issued by the Hidalgo County Purchasing Department.

**33. PROCUREMENT PACKET SUBMISSION.** Offeror must submit all completed responses to the Hidalgo County Purchasing Department reception desk at 2802 S. BUS. HWY 281, Edinburg, Texas 78539 by the date and time listed under the Submission Deadline and Bid Opening section of the Procurement Overview. **Late proposals will not be accepted for any reason.**

**33.1 Supplemental Materials.** Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

**34. PROOF OF BUSINESS.** Offeror must be in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix "E"**.



**35. PURCHASE ORDER AND DELIVERY.** The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix "B"**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly.**

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

**36. QUALIFICATIONS OF OFFEROR.** Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re- advertise.

**37. RECYCLED MATERIALS.** Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable

specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

**38. REFERENCES.** Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled.** Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form **Appendix "M"**. Letters or reference sheet must include the following information:

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person
- Contact Telephone, Address and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project timeframe
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled.

**39. SCANNED OR RE-TYPED RESPONSE.** If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's proposal package **as published** shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.



Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, the response must be submitted in hard copy according to the instructions contained within this procurement packet.

**40. SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**41. SILENCE OF SPECIFICATIONS.** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

**42. SUBCONTRACTING.** Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

**43. TAXES.** Hidalgo County is exempt from all federal excise, state and local taxes unless, otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates

will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

**44. TERM OF CONTRACTS.** If the contract is intended to cover a specific time period, the term will be specified in Appendix A: Requirements/Specifications. Awarded contract will be in effect until (a) the term expires, or (b) participation is terminated by County with thirty (30) days written notice prior to cancellation with or without cause. Any supplemental project-specific contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by the County with thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

**45. TERMINATION.** Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.

**46. TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.** Hidalgo County has the option to terminate this contract immediately without prior notice if Offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

**47. USAGE REPORTS.** Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.

**48. WAIVER OF SUBROGATION.** Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.



**49. WARRANTIES.** Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

**50. CIVIL WORKS, CONSTRUCTION & PUBLIC WORKS PROJECTS.** Provisions of Tex. Govt. Code Ch. 2269 as amended by HB 2581 of the 87th Texas Legislature applicable to Civil Works and Construction Projects are hereby incorporated. Provisions of Texas Local Govt. Code Ch. 271, subchapter B applicable to competitive bidding on certain public works projects are hereby incorporated.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK



## LEGAL NOTICE DECLARATION

**TO:** Eduardo Belmarez, MBA, CPM, Purchasing Director  
**ATTN:** ATTN: Jaime "JD" Cortez, Contract Specialist III  
 Hidalgo County Administration Building/Purchasing Department  
 2802 S. Business Hwy. 281

**RE:** RFQ No. 21-0785-02-23-JDC "Construction and/or Project Management Services Pool"

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. We, the undersigned respondent, further agree, upon acceptance of its response to be a member of the Pools of Professional Services and further execute supplemental project-specific contracts with the County as needed. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Respectfully submitted,

Firm: **Brownstone Consultants, LLC**

Address: **PO Box 3898, McAllen, TX 78505**

Printed Name: **Carlos Del Angel, CCM, PMP**

Title: **Managing Partner**

Signature:  Date: **02/23/2022**



**APPENDIX "B"**  
**AREAS OF SPECIALIZATION**



## AREAS OF SPECIALIZATION

RE: RFQ No. 2021-0785-02-23-JDC  
Construction and/or Project Management Services Pool

Firm: **Brownstone Consultants, LLC**

Address: **PO Box 3898** City, State, Zip: **McAllen, TX 78505**

Principal(s):	Name	<b>Carlos Del Angel, CCM, PMP</b>	Title	<b>Managing Partner</b>
	Name		Title	
	Name		Title	
	Name		Title	

Professional License No.:

### IDENTIFY AREAS OF SPECIALIZATION (Mark all that apply)

- Construction Management Plan Development
- Construction Phase
- Design Phase
- General Design and Construction
- Master Project Budget Development
- Pre-Construction Phase
- Pre-Design Phase
- Procurement Phase
- Project Close-Out Phase
- Project Management Plan Development

Other (please specify, and separate listed specialties with a semicolon (;):

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Sublet specialties to other firms (please specify, and separate listed specialties with a semicolon (;):

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**APPENDIX "C"**  
**INSURANCE REQUIREMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> TOTAL INSURANCE PROTECTIN 5805 CALLAGHAN ROAD SUITE 108 SAN ANTONIO TX 78228	<b>CONTACT NAME:</b> ELLIE TORRES
	<b>PHONE (A/C, No, Ext):</b> 210-305-5000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> contact@texastip.com
<b>INSURED</b> BROWNSTONE CONSULTANTS 3317 KENT LANE  MCALLEN TX 78503	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> MAXIMUS INSURANCE COMPANY
	<b>INSURER B:</b> KEMPER INSURANCE COMPANY
	<b>INSURER C:</b>
	<b>INSURER D:</b>
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			BDG 01742843-02	01/28/2022	01/28/2023	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b>			542860049512001	01/28/2022	01/28/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
							\$	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT: HIDALGO COUNTY CONSTRUCTION MANAGEMENT SERVICES POOL

**CERTIFICATE HOLDER****CANCELLATION**

HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S. HIGHWAY BUS 281 EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Ellie A. Torres</i>

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## INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Carlos Del Angel, authorized representative for Brownstone Consultants, LLC  
Company/Vendor

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

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

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

Automobile Liability: \$5,000,000.00

General Liability: \$5,000,000.00

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

Authorized Representative:  Date: 02/23/2022

### Notice to Bidder:

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

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

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE



## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, **Carlos Del Angel**, possess all of the **APPLICABLE:**

1. Licenses:

2. Bonds:

3. Certificates:

4. Permits:

5. Other:

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

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

Authorized Signature:

Date: **02/23/2022**

Company:

**Brownstone Consultants, LLC**

Address:

**P.O. Box 3898**

City, State, Zip:

**McAllen, TX, 78505**



**APPENDIX "D"**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

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

**7** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

2/23/22  
\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Brownstone Consultants, LLC  
McAllen, TX United States

Certificate Number:  
2022-851584

Date Filed:  
02/16/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

21-0785-02-23-JDC  
Construction and/or Project Management Services Pool

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**


**6 UNSWORN DECLARATION**

My name is Carlos Del Angel, and my date of birth is 07/05/1979.

My address is 2307 Silverado S, McAllen, TX, 78573, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 23 day of February, 2022.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



**APPENDIX "E"**  
**VENDOR FORMS**

**justin@bstone.biz**

---

**From:** it\_noreply@co.hidalgo.tx.us  
**Sent:** Wednesday, February 9, 2022 4:14 PM  
**To:** justin@bstone.biz  
**Subject:** Approval Notice - 02/09/2022, 16:14:18

Congratulations!

Your request to be included as a potential vendor on the Hidalgo County website has been approved. Brownstone Consultants, LLC has been added to our Potential Vendors List and can be viewed by [Clicking here](#).

Thank you for your interest in doing business with Hidalgo County!

-Hidalgo County Purchasing Department.

**justin@bstone.biz**

---

**From:** Google Forms <forms-receipts-noreply@google.com>  
**Sent:** Monday, February 7, 2022 2:08 PM  
**To:** justin@bstone.biz  
**Subject:** Vendor Registration Form



Thanks for filling out [Vendor Registration Form](#)

Here's what was received.

---

## Vendor Registration Form

Vendor Registration Form does not guarantee a contract or purchase agreement, however, it does guarantee your service or good will be added to the list of vendors available to Hidalgo County. By submitting the Vendor Registration Form, you acknowledge that your submission is only valid for one year after submission and will need to be re-submitted thereafter.

Email \*

justin@bstone.biz

Vendor Name \*

Brownstone Consultants, LLC

Doing Business As (DBA) \*

Brownstone Consultants, LLC

Type of Business \*

Individual/Sole Proprietor

C Corporation ( IRS Determination Letter Required )

S Corporation ( IRS Determination Letter Required )

Partnership

Trust/Estate

Limited Liability Company

Other:

**NOTE:**

For C-Corp/S-Corp: If an IRS Determination Letter is not attached, your business will be classified as non-exempt.

**Taxpayer Identification Number (TIN) \***

834372318

**Legal Name \***

Brownstone Consultants, LLC

**Mailing Address (2812 S. Business Hwy 281) \***

P.O. Box 3898

**Physical Address (2812 S. Business Hwy 281) \***

P.O. Box 3898

**City, State Zip (Edinburg, TX 78539) \***

McAllen, TX 78505

Remit to Address (2812 S. Business Hwy 281 Edinburg, TX 78539) \*

P.O. Box 3898 McAllen, TX 78505

Representative Name & Title (Amber Garcia - Owner) \*

Carlos Del Angel, PMP, CCM - Managing Partner

Primary Phone ex: 956-111-2233 \*

956-307-3057

Fax No. ex: 956-111-2233

Commodity Category <https://comptroller.texas.gov/purchasing/nigp/> \*

Construction Services

Commodity Category 2

Commodity Category 3

COOPs

W9 Upload <https://www.irs.gov/pub/irs-pdf/fw9.pdf> \*

Submitted files



Brownstone Consultants - W-9 - Justin Salinas.pdf

Form 1295

No files submitted

IRS Determination Letter

No files submitted

Proof of Insurance

No files submitted

[Create your own Google Form](#)

[Report Abuse](#)

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No  
If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_  
Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

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

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

---

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

---

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

---

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Rhea N Mora</b>	
2 Business name/disregarded entity name, if different from above <b>Brownstone Consultants LLC</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>C</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>P.O. Box 3898</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>McAllen, TX 78505</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									

**OR**

Employer identification number									
8	3	-	4	3	7	2	3	1	8

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are **not** required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Rhea Mora</i>	Date ▶ <b>8-18-21</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*




**APPENDIX "F"**  
**CERTIFICATION REGARDING DEBARMENT**

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:   
Print Name: Carlos Del Angel, CCM, PMP  
Title: Managing Partner  
Telephone Number: (956) 307-3057  
Date: 02/23/2022

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

## Receive Unique Entity ID (SAM)

Congratulations! You have been assigned the following Unique Entity ID (SAM).

# P655FA8RUR16

### VERIFIED MATCH:

#### **BROWNSTONE CONSULTANTS LLC** ● Public

**DUNS** UNIQUE ENTITY ID:  
**117552485**

**SAM** UNIQUE ENTITY ID:  
**P655FA8RUR16**

#### PHYSICAL ADDRESS

**3317 KENT LN  
MCALLEN, TX 78503-1315  
US**

If you now believe you may need to complete a full entity registration, select **Continue Registration**.

If you may only need the Unique Entity ID, select **Choose Unique Entity ID (SAM)** to review your choices.



**APPENDIX "H"**  
**CONTRACTS UNDER FEDERAL LAW**  
**AWARD 2 - CFR 200**

## **2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II, REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.327 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020].

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. (2 C.F.R. §200.327). If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

***If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.***

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

### **1. Remedies.**

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

### **2. Termination for Cause and Convenience.**

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- c. Statement. *Termination.* County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor

breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

*Excuses for Non-Performance.* Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

*Default.* If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

### 3. **Equal Employment Opportunity.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- c. **Key Definitions:**
  - (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction
- d. **Statement:** Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

#### 4. **Davis Bacon Act and Copeland Anti-Kickback Act.**

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**

- b. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity. See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.” However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See 2 C.F.R. Part 200, Appendix II, ¶ E.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance**

to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”

- b. Standard. If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 7. Clean Air Act and the Federal Water Pollution Control Act.

- a. Applicability and Standard: Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. Statement: Included in contracts as provided in section “7a” above.
  - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
  - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

## 8. Debarment and Suspension.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General

Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
- (3) The contract is for Federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

- c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from [www.sam.gov](http://www.sam.gov) in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state City serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

## 9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

**(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)**

**“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

**Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”**

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned Contractor, Brownstone Consultants, LLC certifies, to the best of his or her knowledge, that:

**1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**

**2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.**

**3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying**

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Brownstone Consultants, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Carlos Del Angel, CCM, PMP - Managing Partner  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

02/23/2022  
\_\_\_\_\_  
Date”

10. **Procurement of Recovered Materials.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.323; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. **Statement.** The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. **Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs and/or as provided below, and is effective August 13, 2020.

- b. Standard. A non-Federal entity is prohibited against using federal funds to purchase telecommunications and video surveillance equipment and services (such as but not limited to mobile phones, land lines, internet, video surveillance, and cloud servers) from certain companies/entities in covered foreign countries for national security reasons. This regulation is being incorporated into federal grants and contracts received by the County through 2 CFR 200.216 and/or Federal Acquisition Regulations (FAR) clause 52.204-25; as well as guidance provided through Federal Emergency Management Agency (FEMA) Policy #405-143-1. See 2 C.F.R. Part 200, Appendix II, ¶ K

Currently, applicable federal provisions provide that Covered Foreign country means the People’s Republic of China and covered telecommunications equipment or services means –

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The definition of “Affiliate” can be found in FAR 2.101. Listing of subsidiaries and affiliates can be found in Supplement Number 4 to 15 CFR Part 744.

- c. Statement. Federal awards recipients and subrecipients, as well as their contractors and subcontractors, include the following required contract clause in applicable new, extended, or renewed contracts and subcontracts as per the provisions discussed above.

#### PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- (b) Prohibitions.
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
- (1) This clause does not prohibit contractors from providing—
    - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - a. Covered telecommunications equipment or services that:
      - i. Are not used as a substantial or essential component of any system; and
      - ii. Are not used as critical technology of any system.
    - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## 12. **Domestic Preferences for Procurements**

- a. **Applicability**: This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.
- b. **Standard**. As appropriate, and to the extent consistent with law, Non Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and 2 C.F.R. Part 200, Appendix II, ¶ L
- c. **Statement**. The following provides the required Domestic Preferences for Procurements contracts clause that is incorporated herein by reference.

### **“Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

## **ADDITIONAL REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS FEDERAL AWARDS WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

**Additional FEMA or applicable Federal Requirements**. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

***These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.***

### 1. **Changes**.

- a. **Standard**. To be eligible for FEMA assistance under the non-Federal entity’s Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method,

price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- b. Statement. The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor’s true costs for the work and related equipment costs and site expenses.”

2. **Access to Records.**

- a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- b. Statement. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Concord, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

3. **DHS Seal, Logo, and Flags.**

- a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

- b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre- approval.”

4. **Compliance with Federal Law, Regulations, and Executive Orders.**

- a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

- b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

5. **No Obligation by Federal Government.**

- a. **Standard.** The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. **Statement.** The following provides a contract clause regarding no obligation by the Federal Government:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. **Program Fraud and False or Fraudulent Statements or Related Acts.**

- a. **Standard.** The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. **Statement.** The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II ¶ K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Hidalgo in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (See Number 11 above).

8. **FEMA Contract requirement regarding Domestic Preferences for Procurements**

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ L to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

**Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.**

Vendor’s Name/Company Name: Brownstone Consultants, LLC

Printed Name and Title of Authorized Representative: Carlos Del Angel, CCM, PMP - Managing Partner

Signature of Authorized Representative:  \_\_\_\_\_

Date: 02/23/2022



**APPENDIX "J"**  
**RESPONDENT'S AFFIDAVIT**

**EXHIBIT J  
PROPOSER'S AFFIDAVIT**

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

STATE OF TEXAS  
COUNTY OF HIDALGO

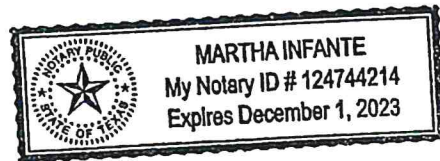
Affiant, Carlos Del Angel, being first duly sworn, deposes that:

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

Signature/Title: \_\_\_\_\_

Subscribed and sworn to before me this 22<sup>nd</sup> day of Feb, 2022.

Martha Infante  
Notary Public



My commission expires: 12-01, 2023



**ADDENDA**

February 16, 2022

**RE: ADDENDUM NO. 1**  
**For RFQ NO. 2022-0785-02-23-JDC**  
**“Construction and/or Project**  
**Management Services”**

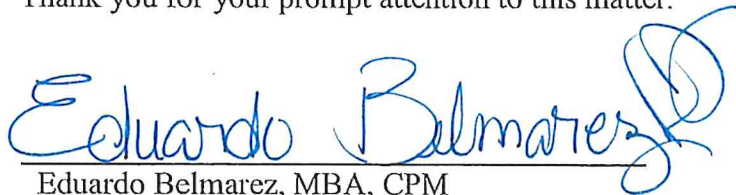
Dear Respondents:

Attached you will find **ADDENDUM NO. 1**, in connection with Hidalgo County’s Request for Qualifications for **“Construction and/or Project Management Services Pool”**.

If you do not receive all items listed in **ADDENDUM NO. 1** please notify us immediately via email at [jaime.cortez@co.hidalgo.tx.us](mailto:jaime.cortez@co.hidalgo.tx.us), or by phone at (956) 318-2626, ext. 4882.

A submission response to this Request for Qualifications may be **deemed incomplete** without the acknowledgement of this **ADDENDUM NO. 1** signed and returned as part of your submission.

Thank you for your prompt attention to this matter.



Eduardo Belmarez, MBA, CPM  
Hidalgo County Purchasing Director

## MEMORANDUM

**TO:** All Participating Vendors

**FROM:** Jaime “JD” Cortez, Contract Specialist III

**DATE:** February 16, 2022

**RE:** RFQ No. 2021-0785-02-23-JDC  
“Construction and/or Project Management Services – 2022 Pool of Prof. Svcs.”

---

Below are the responses to all inquiries made on or before Monday, February 14, 2022 at 5:00pm.

**Question No. 1: Are we the vendor required to hold any professional licenses and or certifications such as Project Management Professional, or would our extensive background as a company doing similar scope of work suffice the requirement?**

Response Any and all professional licenses and certificates should be listed within the “Executive Summary” portion of the submitted RFQ; Additionally, please narrate all prior/relevant experience within Section III of RFQ submission.

**Question No. 2: In the “Submission Outline Check List” where will Appendix “M” References be placed? I do not see it in the submission list?**

Response Please submit. Submission Outline/Checklist is updated via, Addendum #1 to include this as part of the submission. Please include as part of Section III “Vendor Experience and Qualifications”.

**Question No. 3: Can you confirm what the bonding requirements are (See section 7.3 under Legal Notice – refers to Bid bond, and performance & payment bonds to be detailed on the Projects Requirements Acknowledgement listed in Appendix C )? This is not clear on what we are to provide at the qualification submittal. Is a bond or a certain bond amount required at this time or rather at the time of individual project/bid assignment?**

**The Project License Acknowledgement Form requests confirmation of the following:**

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

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

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

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

Response: No bonds of any kind are required with this specific solicitation RFQ# 21-0785-02-23-JDC "Construction and/or Project Management Services Pool".

**Question No. 4: Does the 1295 Form for need to be submitted at proposal phase or award?**

Response: This is not a proposal nor award; it is acceptance into the Pool based on qualifications. 1295 Form is required at the time of submission for this specific solicitation. In box #3 of the 1295 Form, please write "Project #: 21-0785-02-23-JDC 'Construction and/or Project Management Services Pool'"

**Question No. 5: Appendix G and Appendix I are included in the RFQ but are not referenced in the RFQ Checklist. Is there anything we need to do with these appendices as part of our qualification package?**


Response: No, not at this time. Acknowledgement to adhere to these Appendices are described within the Legal Notice Declaration.

**Question No. 6: On the "Submission Outline/Checklist" provided on page 8 of the RFQ, under Appendix "E" – Vendor Forms, a Vendor Application is listed, but not provided in Appendix "E". Instead, a page called "Vendor Enrollment Solution" is found in its place.**

**Q: Are we to use this "Vendor Enrollment Solution" page instead of the Vendor Application? Or will a Vendor Application be provided?**

Response: Please use the Vendor Enrollment Solution. A physical Vendor Application will not be sent, as Hidalgo County now exclusively uses our online Vendor Enrollment Solution. This change is reflected also on the updated Submission Outline Checklist attached to this Addendum #1

Please acknowledge receipt of these questions and response by signing below and returning back via email to [jaime.cortez@co.hidalgo.tx.us](mailto:jaime.cortez@co.hidalgo.tx.us).



\_\_\_\_\_  
**Acknowledgement of Receipt  
Authorized Signature**

2/23/2022

\_\_\_\_\_  
**Date**


February 16, 2022

**ADDENDUM NO. 1**  
**RFQ NO. 2022-0785-02-23-JDC**  
**“Construction and/or Project Management Services”**

**PLEASE NOTE THE FOLLOWING CHANGES:**

All response to questions received attached below

I acknowledge receipt of ADDENDUM NO. 1 dated, February 16, 2022, for the Request for Qualifications for Construction and/or Project Management Services Pool.

BY:  \_\_\_\_\_  
Print Name: Carlos Del Angel  
Company Name: Brownstone Consultants LLC  
Date: 2/17/2022



**SECTION II**  
**VENDOR INFORMATION**



## Project Team



### **Brownstone Consultants, LLC**

Brownstone Consultants, LLC (Brownstone) is a McAllen, Texas based construction management firm established in 2018. The Brownstone team is staffed with construction professionals that have the technical expertise and industry experience in project planning and programming, project controls, traditional and alternative delivery methods, contractor oversight and inspection, construction contract administration, and project closeout/turnover. Brownstone's core competency is its ability to deliver capital improvement programs and projects, on-time, and on-budget, for our clients. In the event that one of our key personnel are not available, we will ensure that an equally competent individual shall take their place and perform the duties expected of them. Brownstone Consultants is committed and able to commence services immediately, in the event that we successfully negotiate a contract for services with Hidalgo County. In addition, it is the policy of Brownstone Consultants, LLC to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information, or any other protected characteristic under applicable law.



**Brownstone Consultants, LLC (Brownstone)** is a McAllen, Texas based construction management firm established in 2018, with a satellite office in San Antonio, Texas. The Brownstone team is staffed with construction professionals that have the technical expertise and industry experience in project planning and programming, project controls, traditional and alternative construction delivery methods, contractor oversight and inspection, construction contract administration, and closeout/turnover. **Brownstone was developed to serve our Owners, and our core competency is our ability to deliver capital improvement programs and projects, on-time, and on-budget, for our public sector Owners.**

Brownstone has provided exceptional program, project and construction management services since its inception and its staff has over fifty years of combined experience in the management, inspection, and contract administration of local, state, and federally funded capital improvement projects. Offering a diverse set of services, our team has grown by providing experienced professionals and creative solutions on a variety of projects and programs.

Brownstone is skilled in managing complex, multi-agency construction projects through all phases of project development with a proactive approach focused on communication. Most if not all Brownstone projects have the following attributes:

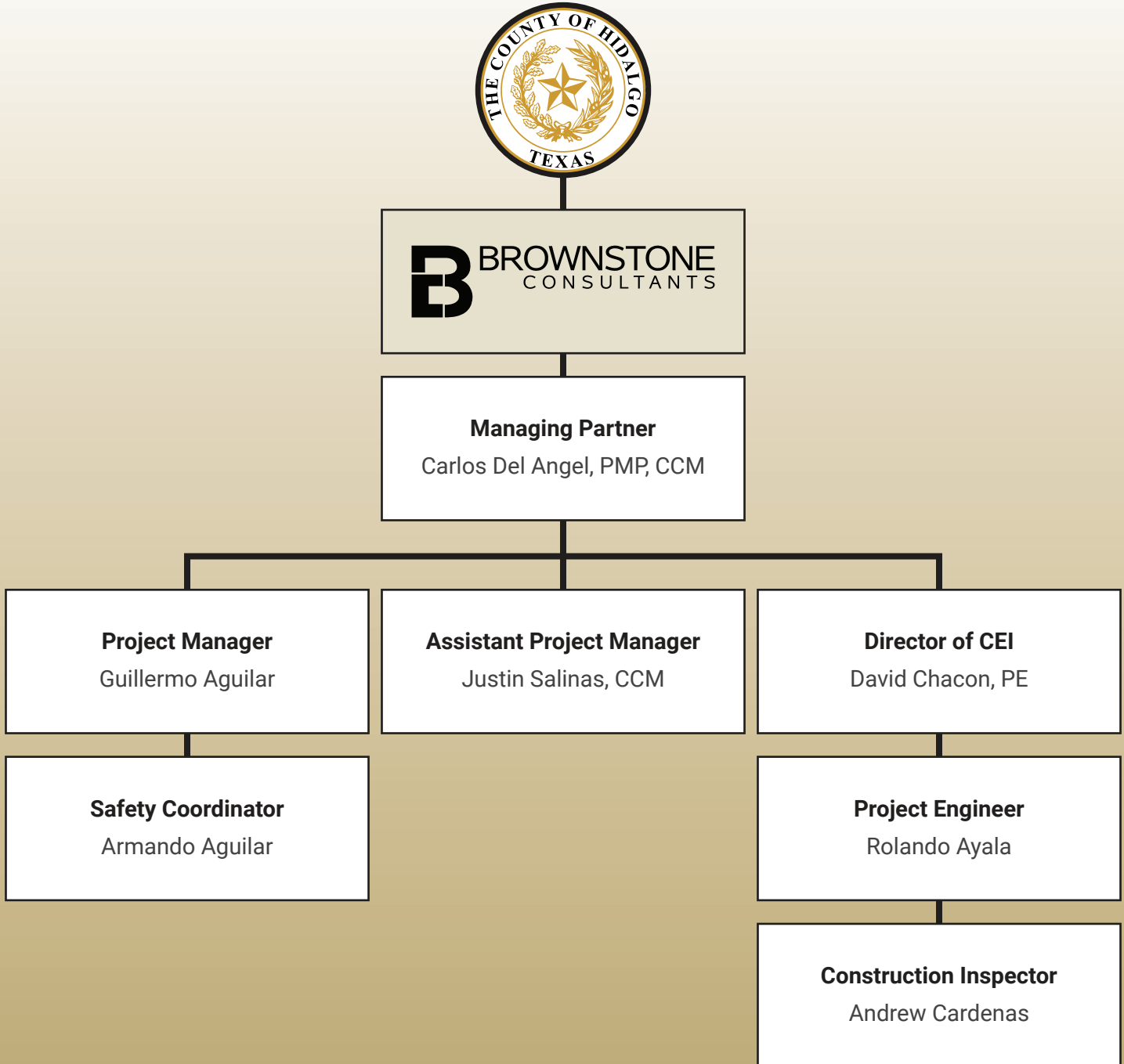
- B Complex** - planning for great complexity ranging from phased construction for continuous operation to programmatic challenges.
- B Agile** - thinking through future requirements and flexible planning for facility longevity.
- B Delivery** - managing schedule, cost, risks and opportunities associated with multiple delivery methods.
- B Compliant** - knowing local, state and federal regulatory requirements for compliance.
- B Efficient** - establishing energy efficient goals and systems for low operating costs.
- B Collaborative** - supporting processes for project team efficiency and collaborative working environments.

Services	Project Type	Construction Cost:
Project & Construction Management	Local Government Facilities & Infrastructure	\$74M
	Parks and Youth Facilities	\$3.4M
	Bridge & Roadway	\$48M
	<b>TOTAL:</b>	<b>\$125.4M</b>



Hidalgo County | Construction Management Services

**Brownstone Team Organizational Chart:**





Hidalgo County | Construction Management Services



JUAN CARLOS DEL ANGEL, PMP, CCM

Managing Partner

Years of Experience  
Total: 19

Education  
Bachelor of Science,  
Construction Science  
Texas A&M University

Certifications  
Project Management  
Professional (PMP)  
Certified Construction Manager (CCM)

Mr. Del Angel brings more than 19 years of construction and project management experience to the team with an emphasis on project administration and delivery. Throughout his project management career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully managing programs over \$100M in the public, industrial, and multifamily sectors. His strengths include project planning and scheduling, budget development, verification and gap identification, and quality audits to enhance project efficiency and reduce duration. Mr. Del Angel completed his studies at Texas A&M University with a B.S. in Construction Science and a minor in Business.

Relevant Project Experience

- B Hidalgo County Drainage District No. 1 | 2018 Drainage Bond Program | Hidalgo County TX**  
– This program involved the planning, implementation, and execution of a \$190M bond which encompassed thirty-seven individual projects. Mr. Del Angel assisted the district in the set-up of various modules of the program including financial (budgeting and accounting), contracts, design management, communication protocol (internal & external), document management, and construction management. Mr. Del Angel worked closely with district staff, design engineers, contractors, and other governmental agencies throughout his role in the program.
- B UTRGV/City of Pharr | Aquatic Center | \$23M | Pharr, TX**  
– Construction Manager for the region’s first NCAA Division I level natatorium.
- B UTRGV | Nursing Center | \$9M | 60,000 SF | Pharr, TX**
- B TEAMPHARR.NET | \$40M | Pharr, TX**  
– City-wide fiber optic program. 450 miles of fiber and 30,000 end user access points.
- B City of Pharr | Northside Community Center, Amphitheater, & French Park | \$7.5M | Pharr, TX**
- B City of Pharr | Donations Acceptance Program (DAP) Pharr International Bridge Upgrades | \$7.4M | Pharr, TX**  
– Infrastructure upgrades including lane expansion, storm sewer upgrades and additional inspection facilities.

**Hidalgo County** | Construction Management Services**GUILLERMO AGUILAR***Project Manager*

Years of Experience

**Total: 20**

Education

**Bachelor of Arts, International Studies***Texas A&M University*

Mr. Aguilar brings more than 20 years of project management experience to the team with an emphasis on project administration and operations. Throughout his project management and construction career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully completing projects more than \$90M in the public, industrial, and multi-family sectors. His strengths include project planning and scheduling, document control, value engineering,

**Relevant Project Experience****B** *City of Pharr | CMAR Program | \$19M | Pharr, TX*

– This program involved the planning, implementation, and execution of a \$19M program which encompassed eleven individual projects. Mr. Aguilar assisted the city in the set-up of various modules of the program including financial (budgeting and accounting), contracts, design management, document management, and construction management. Mr. Aguilar worked closely with city administration, staff, design engineers, and contractors, throughout his role in the program. Included in this program was the renovation and expansion of the Pepe Salinas Civic Center which included new HVAC equipment and ducts throughout the 26,000-SF building.

**B** *UTRGV/City of Pharr | Aquatic Center | \$23M | Pharr, TX*

– Construction Manager for the region's first NCAA Division I level natatorium.

**B** *TEAMPHARR.NET | \$40M | Pharr, TX*

– City-wide fiber optic program. 450 miles of fiber and 30,000 end user access points.

**B** *City of Pharr | City Hall First Floor Renovation | \$3.4M | Pharr, TX***B** *Roma ISD | JROTC Building | \$2.6M | Roma, TX*



**Hidalgo County | Construction Management Services**



**JUSTIN SALINAS, CCM**

*Assistant Project Manager*

Years of Experience  
**Total: 8**

Education  
**Bachelor of Science,  
Construction Science,  
Texas A&M University**

Certifications  
**Certified Construction  
Manager (CCM)  
OSHA-30 Certified**

Mr. Salinas is an Assistant Project Manager with more than 8 years of experience which includes estimating, contracts, insurance, pay applications, RFI's/submittals, change orders, on-site activities, and project close out documents for multiple projects ranging from \$1M - \$15M. His most recent project was a \$150M County Courthouse project. His experience expands across the Private and Public Sectors. Mr. Salinas completed his studies at Texas A&M University with a B.S. in Construction Science.

**Relevant Project Experience**

**B Hidalgo County | Hidalgo County Courthouse | \$150M | Edinburg TX**

– Assisted the Program Manager and Construction Manager with daily tasks with a \$150M County Courthouse project consisting of more than 377,000 SF, 7 stories, a full functioning inmate holding area, and a Central Utility plant. The new courthouse contained 32 courtrooms, areas for the district and county clerk, and the main lobby. The project contained 14 elevators that run from levels 1-7, sets of escalators that run from level 1-3, and 5 shear-wall staircases that run from levels 1-7.

**B HEB | HEB Convenience Store | San Antonio, TX**

– Executed contracts, submittals, RFI's, change orders, pay applications and insurance. While working with Whiting-Turner in San Antonio, project team member that built a \$5M, 15,000-SF convenience store that included 16 gas pumps, a full kitchen, POS area, and a drive thru car wash. The project consists of walk-in coolers, fountain beverages, many aisles of snacks and supplies; the back of house area with a loading dock, dumpster area with a trash compactor, and two walk-in freezers.

**B UTRGV | Nursing Center | \$9M | 60,000 SF | Pharr, TX**



Hidalgo County | Construction Management Services



DAVID M. CHACÓN, P.E.

Director of CEI

Years of Experience  
Total: 7

Education  
Bachelor of Science,  
Civil Engineering,  
University of Texas Rio Grande Valley

Certifications  
Professional Engineer (P.E.)

Mr. Chacón is the Director of the Construction Engineering & Inspections (CEI) Department. He has over 7 years of experience in construction engineering, project management and structural and civil design. His professional experience includes overseeing all phases of construction and infrastructure projects in both public and private sectors. He has participated as a project manager in various public, infrastructure, industrial, commercial, and multi-family projects with values of up to \$80M. His experience includes project planning, management, engineering design, technical review, quality assurance and construction oversight. Mr. Chacón completed his studies at the University of Texas Rio Grande Valley with a Bachelor of Science in Civil Engineering and earned his Professional Engineer (P.E.) license thereafter.

Relevant Project Experience

- B TxDOT/GSA | Border Safety Inspection Facility | \$28M | Pharr, TX**  
– Infrastructure upgrades including new continuously reinforced concrete pavement (CRCP) roadways, storm drainage improvements, weigh-in motion and static scales installation and technology improvements.
- B TxDOT/City of Pharr | Pharr International Bridge Northbound Lane & 2nd BSIF Exit | \$7.4M | Pharr, TX**  
– Infrastructure upgrades including lane expansion, drainage improvements and inspection facilities.
- B TxDOT | US-83 Relief Route Phase I | \$80M | La Joya, TX**  
– New infrastructure upgrades including a 9-mile relief route and the construction of a new bridge over La Joya Lake connecting Palmview to Sullivan City, TX.
- B Rio Hondo Independent School District | Rio Hondo Middle School | \$20M | Rio Hondo, TX**  
– State-of-the-art, 98,000 sf school building supported on a shallow foundation. Construction consisted of CMU walls and steel joist roof framing.
- B South Texas Health System | McAllen Medical Center | \$40M | McAllen, TX**  
– Complete remodel and remediation of an active, fully operational 8-story building and improvement to existing pavements.



Hidalgo County | Construction Management Services



**ROLANDO AYALA**

*Project Engineer*

Years of Experience  
**Total: 5**

Education  
**Bachelor of Science,  
Civil Engineering,**  
*University of Texas Rio Grande Valley*

Mr. Rolando Ayala is an accomplished and results-driven project manager with more than 5 years of experience in the project management, construction, and supervision of private and public multimillion-dollar projects. Dedicated, timeline driven employee with a proven ability to successfully manage simultaneous projects. I bring forth expertise in building requirements, inspections, regulations, and quality control management for every project.

**Relevant Project Experience**

- B** *City of Pharr | Pharr International Bridge Northbound Lane & 2nd BSIF Exit | \$7.4M | Pharr, TX*  
– Infrastructure upgrades including lane expansion, drainage improvements and inspection facilities.
- B** *UTRGV/City of Pharr | Aquatic Center | \$23M | Pharr, TX*  
– Construction Manager for the region’s first NCAA Division I level natatorium.
- B** *UTRGV | Nursing Center | \$9M | 60,000 SF | Pharr, TX*
- B** *City of Pharr | Northside Community Center, Amphitheater, & French Park | \$7.5M | Pharr, TX*
- B** *City of Edinburg | Transit Terminal | \$5.3M | Edinburg, TX*
- B** *Bishop ISD | Baseball-Softball Complex | \$3.5M | Bishop, TX*
- B** *Harlingen CISD | Treasure Hills Elementary Phase II | \$8M | Harlingen, TX*
- B** *City of Brownsville/SPI International Airport Hangar | \$1.8M | Brownsville, TX*

# Project Management Institute

THIS IS TO CERTIFY THAT

Juan C. Del Angel

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

**Project Management Professional (PMP)<sup>®</sup>**

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Randall T. Black • Chair, Board of Directors



Sunil Prashara • President and Chief Executive Officer



PMP<sup>®</sup> Number 1960290  
PMP<sup>®</sup> Original Grant Date 08 September 2016  
PMP<sup>®</sup> Expiration Date 07 September 2022



The Construction Manager Certification Institute



Certified Construction Manager

Juan Del Angel

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

25323

CMCI #

A handwritten signature in black ink that reads 'D.J. Mason III'.

CMCI Board of Governors Chair



October 2021

Certification Date

October 2024

Valid Through

Division for Enterprise Development

# Public Works Institute

certifies that

## Carlos Del Angel

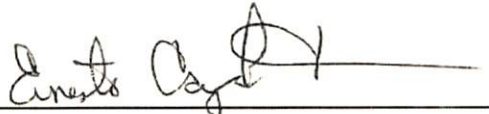
has successfully completed

# Local Government Project Procedures Qualification #72741

Pharr , TX  
July 17-18, 2019  
Training Hours:12.00  
CEUs: 1.200

Certificate expires 3 years after  
the completion of the class.



  
Ernesto Carrizal -Instructor

  
Bryan Sims, Executive Director

The Construction Manager Certification Institute  
**CCM**

Certified Construction Manager

**Justin Salinas**

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

26594

CMCI #

*D.J. Mason III*

CMCI Board of Governors Chair

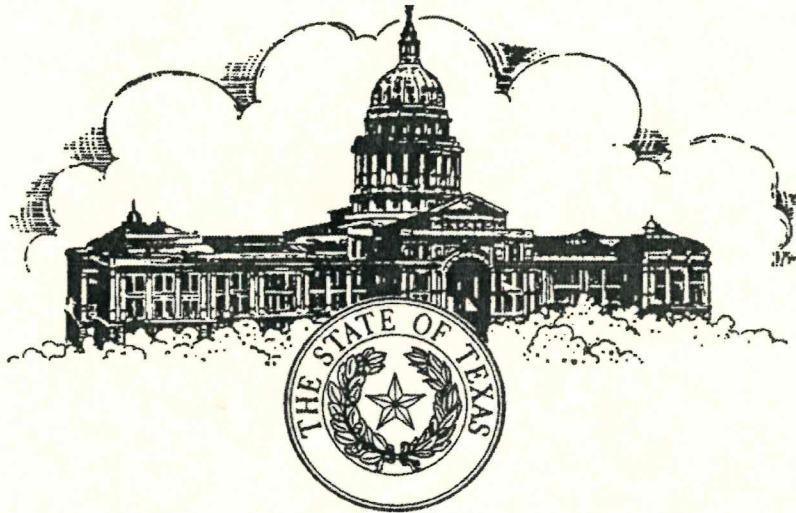


November 2021

Certification Date

November 2024

Valid Through



*David Marcelo Chacon*

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS  
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,  
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

**PROFESSIONAL ENGINEER**

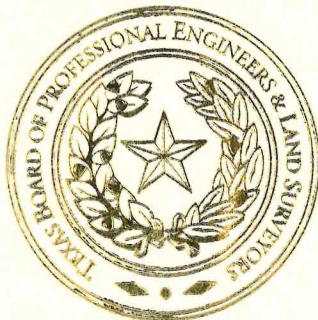
IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS

*IN WITNESS WHEREOF,*

We have hereunto set our hands and affixed the seal of the  
Board at the City of Austin, this 2nd day of August, 2021.



A handwritten signature in black ink, appearing to read "Sina K. Nejad", written over a horizontal line.

Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

A handwritten signature in black ink, appearing to read "Rolando Rubiano", written over a horizontal line.

Rolando Rubiano, P.E., Board Secretary

SERIAL  
NUMBER **141941**



STATE OF TEXAS



DAVID M. CHACON

141941

PROFESSIONAL ENGINEER

Division for Enterprise Development

# Public Works Institute

certifies that

## David Chacon


has successfully completed

# Local Government Project Procedures Qualification #85056

VIR , TX  
November 17-18, 2021  
Training Hours:12.00  
CEUs: 1.200

Certificate expires 3 years after  
the completion of the class.



  
Ernesto Carrizal -Instructor

  
Bryan Sims, Executive Director



**SECTION III:  
VENDOR EXPERIENCE  
AND QUALIFICATIONS**



### City of Pharr / PSJA Aquatic Facility

**Scope:** Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 72,796 square foot aquatic facility. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

**Construction Cost: \$25.0M**

**Reference:** City of Pharr – Mr. Ed Wylie, *City Manager* – Phone: (956) 402-4000



### City of Pharr 1st Floor Renovation

**Scope:** Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of their new 1st floor renovation. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

**Construction Cost: \$2.3M**

**Reference:** City of Pharr – Mr. Ed Wylie, *City Manager* – Phone: (956) 402-4000





### TeamPharr.net City-Wide Fiber Optic Distribution Project

**Scope:** Brownstone has worked with the City of Pharr on a master fiber-optic network plan encompassing the entire municipality. The network consists of an 8-mile 432 strand fiber core and an additional 650 miles of distribution and fabric which will deliver a minimum of 1gb speed to all subscribers.

**Construction Cost: \$54.0M**

**Reference:** City of Pharr Mr. Ed Wylie

*Title: City Manager*

**Phone: (956) 402-4000**



### FY15 DAP Port of Entry North Bound Lane Expansion

**Scope:** Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of this multi-agency infrastructure project. Along with the standard CM scope, Brownstone was tasked with stakeholder management, and developing and implementing the communication plan. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), and the City of Pharr were all involved in this multi-agency project.

**Construction Cost: \$8.0M**

**Reference:** City of Pharr Mr. Ed Wylie

*Title: City Manager*

**Phone: (956) 402-4000**



### UTRGV Pharr Nursing School Facility

**Scope:** Brownstone has been contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 54,471 square foot nursing facility. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

**Construction Cost: \$10.0M**

**Reference:** City of Pharr Mr. Ed Wylie

*Title: City Manager*

**Phone: (956) 402-4000**





### City of Pharr – Vanguard Academy Nature & Birding Center

**Scope:** Members of the team were contracted by the City of Pharr as Program Manager (PM) to oversee the design and construction of a new 8 acre park and amphitheater built to serve the community as well as to provide an outdoor learning space for Vanguard Academy. Team members were tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings.

**Construction Cost: \$2.7M**

**Reference: Omar Anzaldua**

*Title: City Engineer*

**Phone: (956) 402-4221**



### City of Pharr – PJSA ISD Arnold & Allen Park

**Scope:** Members of the team were contracted by the City of Pharr as Program Manager (PM) to oversee the design and construction of a new 16 acre park and splash pad built to serve the community as well as to provide an outdoor learning space for PSJA. Team members were tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings.

**Construction Cost: \$2.7M**

**Reference: Omar Anzaldua**

*Title: City Engineer*

**Phone: (956) 402-4221**



### Texas Southmost College ITECC Program

**Scope:** Members of the team were contracted by Texas Southmost College to provide Design / Build Services for the International, Technology, Education and Commerce Center (ITECC). Team members were tasked with the management of the design, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings.

**Construction Cost: \$1.4M**

**Reference: Dr. Gisela E. Figueroa**

*Title: Vice President Finance & Administration*

**Phone: (956) 295-3379**



## REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

### Reference One

Client's Name: Hidalgo County Precinct 4  
Type of Organization: Local Government  
Address: 1051 N. Doolittle Rd., Edinburg TX

Contact Person: Ellie Torres Title: Commissioner  
Telephone: 956-383-3112 E-Mail: ellie.torres@co.hidalgo.tx.us

### Project Information:

Name of Project: Bio Safety Lab

Scope of Work: Project Planning, Management of Design Team, and Procurement Assistance.

Contract Period: From 6/1/2020 to Present  
Cost: Projected \$ 8.3 M Actual \$ TBD  
Timeframe (include unit measure) Projected 2 years Actual 2 years  
Status as of 12/31/2021 (circle one): complete in progress canceled.  
Date

### Reference Two

Client's Name: City of Pharr  
Type of Organization: Local Government  
Address: 118 S Cage Blvd, Pharr, TX

Contact Person: Ed Wylie Title: City Manager  
Telephone: 956-402-4000 E-Mail: ed.wylie@pharr-tx.gov

### Project Information:

Name of Project: Pharr Aquatic Facility

Scope of Work: Management of Design, Procurement, Construction, and Turnover of the Facility.

Contract Period: From 11/1/2019 to 12/31/2021  
Cost: Projected \$ 24 M Actual \$ 24 M  
Timeframe (include unit measure) Projected 20 months Actual 24 months  
Status as of 12/31/2021 (circle one): complete in progress canceled.  
Date

### Reference One

Client's Name: City of Pharr

Type of Organization: Local Government

Address: 118 S Cage Blvd, Pharr, TX

Contact Person: Omar Anzaldua Title: City Engineer

Telephone: 956-457-5743 E-Mail: Omar@anzalduaengineering.com

### Project Information:

Name of Project: First Floor Renovation

Scope of Work: Oversight of Design, Construction, and Turnover of the Facility which include management of the move and FF&E consultant.

Contract Period: From 05/2020 to 03/2021

Cost: Projected \$ 2.3 M Actual \$2.3 M

Timeframe (include unit measure) Projected 10 months Actual 10 months

Status as of 12/31/2021 (circle one): complete in progress canceled.  
Date

### Reference Two

Client's Name: Hidalgo County Precinct 2

Type of Organization: Local Government

Address: 300 W Hall Acres Rd, Pharr, TX

Contact Person: Eddie Cantu Title: Commissioner

Telephone: 956-787-1891 E-Mail: eduardo.cantu@co.hidalgo.tx.us

### Project Information:

Name of Project: Aquiles Jaime Garza Park - Youth Facility

Scope of Work: Feasibility Study, Project Planning, Design Management, Construction Management, and Inspection. Coordination of stakeholders and specialty vendors

Contract Period: From 01/2019 to 01/2021

Cost: Projected \$ 2 M Actual \$ 2 M

Timeframe (include unit measure) Projected 20 months Actual 20 months

Status as of 12/31/2021 (circle one): complete in progress canceled.  
Date



**SECTION IV:  
SCOPE OF SERVICES AND NARRATIVE  
OF PROPOSED SERVICES**



## SECTION IV: Summary of Scope of Services

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Scope of Services:

The **Brownstone Team** understands the intent of Hidalgo County, through this RFQ, is to obtain comprehensive professional services for part of the 2022 Professional Service Pools.

### Responsibilities and Deliverables

The PM's Responsibilities and Deliverables for a Project may include, but are not limited to, the following:

#### Responsibilities:

- Provide personnel and managers to which the County has no reasonable objection who have the education, training, and experience to carry out the scope of services required for a successful project.
- Develop a Program Management Plan with County input that defines Project requirements and goals. This document should provide guidelines for the Project Stakeholders' activities and provide, without limitation, strategies for accomplishing such requirements and goals.
- Develop media and PR documents, websites, and events under the direction of Commissioners' Courts authorized representative.
- Develop project controls for managing the development of the Project on behalf of the County, which shall include, without limitation, controls for construction and other documents, financial matters, quality and inspections, administration of contracts, compliance monitoring and close-out.
- Develop a master schedule that is continuously updated and coordinated with professionals, Contractors and subcontractors scheduled, submittal schedules, inspection schedules, permit schedules, and occupancy schedules. Provide recommendation for schedule modifications to complete the Project on time and factors to consider in making any modifications. Recommend recovery actions and solutions on a timely basis to ensure appropriate corrective decisions are made.
- Assist with Project Budget Development. Develop master budgeting tools and controls. Obtain and monitor design-to-budget estimates for each design review issuance and bid package. Provide recommendations for modifications to complete the Project within budget and factors to consider in making any modifications. Recommend recovery actions and solutions on a timely basis to ensure appropriate corrective decisions are made.
- Monitor Professional services and administer their contracts with the County to ensure delivery for periodic reviews within the established schedule and cost parameters and in compliance with quality assurance requirements. Consult and advise on construction cost versus long term maintenance cost choices as the design develops. Provide timely professional service communications. Develop and implement appropriate recovery strategies when management objectives are at risk.



- Develop and implement strategies to implement and maximize the value of any Project delivery, possibly including fast-track delivery techniques and multiple construction document packages, which would enhance the building program goals of high-quality buildings delivered on time and within budget.
- Assist the County in providing regular reports to Commissioners' Court, County officials and personnel, and other Stakeholders and in administering and facilitating agreements between the County other stakeholders.
- Assist the County as required in program financial or programmatic audits.
- Evaluate and review any design errors and omissions that breach the applicable professional standard of care, rendering professional opinions to County and assisting County in recovery efforts if necessary.
- Monitor during design and construction compliance with all federal, state and local applicable environmental requirements, standards, building and accessibility codes, ordinances, flood and drainage requirements and regulatory requirements.
- Managing submittals and obtaining all required documents for approval for Federal, State, County, City and flood district and other governmental agencies having jurisdiction over the Project.
- Provide document quality assurance/quality control reviews.
- Verify that all addenda have been incorporated into the final plan set prior to start of construction.
- Organize and conduct a pre-construction conference. The agenda will cover, without limitation, site organization, communications, coordination, correspondence, submittals, meetings, requisitions, change orders and schedule. The conference will include all project stakeholders including the County Representatives, the architect and consultants, and the Contractor.
- Monitor and assist in construction document dissemination.
- Support and assist Contractor in the Construction program procurement plan and schedule.
- Provide full-time representatives for inspections of various disciplines and other activities.
- Provide Project Management of construction activities. Conduct and lead regular jobsite meetings, oversee quality assurance testing and inspection programs and monitor contractor and subcontractor work for deficiencies. Maintain copies of all contract documents, RFI's ASI's, submittals, change orders, pay applications, and other documentation. Monitor contractor and subcontractor safety programs. Monitor communication, processing, and documentation of same.



- Report potential budget and schedule variances and monitor implementation of recovery plans to achieve on-time Project completion.
- Monitor and inform the County of Projects cash flow.

Ensure that all contract drawings, terms, and conditions are adhered to during the construction phase.

- Validate accuracy and supporting documentation of pay applications of architect and other consultants such as testing firms.
- Monitor Contractor work quality and compliance with the terms of the contract and the quality level expected for the Project in a manner coordinated with on-site activities of the design professionals. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce required end product. Work with architects to assist in monitoring the quality of the work being performed and ensure the Contractor maintains the quality expected as well as provide any corrective action required for any identified deficiencies. Monitor the activities of all testing inspections, inclusive of testing laboratories, factory testing and on-site testing. Develop monitoring and tracking procedures to be followed by all testing inspection personnel. The PM shall not interfere with or take on any control over any construction means, methods, sequence, techniques, or safety programs of Contractor or its subcontractors or suppliers.
- Participate in and make recommendations on the issuance of the certificates of substantial completion and conduct final inspections with County personnel.
- Participate in and make recommendations on the issuance of the certificate of final completion.
- Ensure that the efforts of County departments are coordinated with the on-site Contractor activities.
- Manage and facilitate the implementation of all commissioning processes and guidelines throughout the Project duration.
- Assist in coordinating furnishing, fixtures and equipment installation as requested by the County and Project move-in.
- Administer post construction close-out, start-up, and transition to operation including ensuring receipt of all operations and maintenance manuals, warranties, and as-build drawings.
- Expedite final Project close out and approval for final payment and assist in all post construction dispute resolution as necessary.



**Deliverables (including, without limitation):**

- Organizational chart for managers and key County and PM staff of the Project with biographical information of all PM personal and managers.
- Project Management Plan.
- Task sequencing plan.
- Project Controls.
- Master Schedule.
- Master budgeting tool and controls.
- Cost estimating documents and controls.
- All reports, charts and controls generated in performance of Project Responsibilities.
- Full-time site representative for each required discipline.
- Regular reports on Project's progress including, but not limited to, Project cost, schedule, cash flow projections, change orders and work status.
- Project controls, performance and management metrics and related reports to assure all activities proceed on schedule, within scope, within budget and at quality levels agreed to.
- Within 30 days of contract award, submit a contractor outreach and public communication plan that encourages participation of MWBE involvement throughout the services assigned to the PM and periodic reports on reaching goals.
- Check list for each design submittal to ensure that the County has considered all applicable issues and the most current information is delivered to CMAR
- Document issuance controls.
- Daily Project field reports of all the details of the work including, without limitation, weather, manpower, Contractor equipment, material and equipment deliveries, general description of work being performed, presence of design professional, perform contract administration duties, assessments of quality and workmanship and location issues and areas of concern or critical to job progress in both electronic and hard copy forms.
- Project Progress Photos
- Reports on completion of Contractor's punch-list and substantial completion inspections.
- Recommendations, reports, and documentation on any change orders and claims by a Contractor or its subcontractors.
- Delivery of all as-built drawings, warranties, and Project service documentation to County for record keeping purposes.



- - *Safety and Health*
  - *Submittal/Shop Drawing Control*
  - *Payment Application Review*
  - *Record Drawings*
  - *Substantial/Final Completion*
- *Project Controls*
  - *Transparency*
  - *Reporting to Commissioner's Court*
  - *Record keeping of all inspection logs, test reports, pay requests, daily reports, change orders, submittals, RFI's, invoices, contracts, etc.*
  - *Experience in expediting pay requests through county auditors*
- *Post-Construction Management*
  - *Close-out Procedures*
  - *Final Payment*
  - *Final Report*
  - *Occupancy Permits*
  - *Operations and Maintenance Manuals and Trainings*
  - *Warranties and Guarantees*



## Project Approach

We fully understand the importance that a Project/Construction Manager (PM/CM) will play on any project that we could potentially work on. As an advocate and representative of the County, the team is confident in our ability to accomplish the objectives set forth in this RFQ and manage the project development process. We are experienced and fully capable of providing the services included, but not limited to, below:

- Developing a Project Management Plan
- Developing/Maintain a Master Project Budget
- Management of the Pre-Design Phase (which includes but is not limited to)
  - *Understand Owner Goals and Vision*
  - *End-User Meetings*
  - *Site Investigations*
  - *Site Visits*
- Management of Design Phase
  - *Oversight of Architect & Design*
  - *Early detection of issues is a major key to potential cost and time savings on any project. The opportunity to capture these savings is greatest during the planning and design phases and diminishes rapidly as the project progresses Milestones*
  - *Design Management for Budget Adherence*
  - *Cost control with periodic cost estimates*
  - *Design schedule adherence*
  - *Key stakeholder approvals and acceptance*
  - *Quality reviews*
  - *Constructability reviews*
  - *Evaluation of alternative construction methods*
  - *Value engineering*
- Management of the Procurement
  - *Contractor Bid Solicitation and Selection*
  - *Bid and Award*
  - *Pre-Construction Conference*
  - *Permits and Insurance*
- Construction Management (which includes but is not limited to)
  - *Construction Administrative Procedures*
  - *Filed Reports*
  - *Monthly Progress Reports*
  - *Progress Photos*
  - *Project Progress Meetings*
  - *Schedule Review*
  - *Change Order Review*
  - *Quality Control*

EXHIBIT "B"  
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

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The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

**GENERAL:**

The **Owner** will provide to the **Construction/Project Manager** the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting with the Construction/Project Manager.
- 2) Payment for work performed by the **Construction/Project Manager** and accepted by the **Owner** in accordance with Article 7 of the Agreement.
- 3) Assistance to the **Construction/Project Manager**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the **Construction/Project Manager** cannot easily obtain.
- 4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.
- 5) Provide timely review and decisions in response to the **Construction/Project Manager's** request for information and/or required submittals and deliverables, in order for the **Construction/Project Manager** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization, if applicable.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by **Construction/Project Manager**.

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May 03, 2022

Brownstone Consultants, LLC  
P.O. Box 3898  
McAllen, TX 78505-3898

Hidalgo County  
Attn: Eduardo Belmarez, MBA, CPM  
Purchasing Director  
2802 S. Business Hwy 281  
Edinburg, TX 78539

**Re: Hidalgo County Precinct #3 El Paraiso Project – Project/Construction Management Proposal**

Dear Mr. Belmarez,

Brownstone Consultants LLC (Brownstone) is pleased to submit our proposal as a response to Hidalgo County's request for project/construction management services for the El Paraiso Project (the Project).

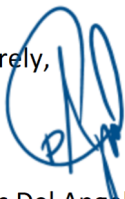
Brownstone specializes in owner representative services and has over fifty combined years of experience managing large capital improvement projects and programs. We are confident in our ability to meet and exceed the County's expectations for the defined scope of services.

As discussed in our previous meeting, we understand that Brownstone has been ranked as the number one firm by the Hidalgo County Commissioner's Court to oversee design and construction related tasks for the Project. The proposed tasks will be for all phases of project development and are outlined under the "Scope of Services" section of the proposal.

If you have any questions or require further clarification on the proposal, please don't hesitate to contact me to schedule a meeting.

Thank you again for the opportunity and we look forward to assisting the County with the El Paraiso Project.

Sincerely,



Carlos Del Angel, PMP, CCM  
Senior Project Manager  
Brownstone Consultants LLC

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# PROPOSAL

Brownstone Consultants LLC is pleased to submit its proposal to provide Construction Management Services for the above referenced project located in Alton, Texas. This proposal is based on the following project assumptions.

## | ASSUMPTIONS

1. ERO Architects has completed a preliminary design presented to Hidalgo County on 4/5/2022
2. No project delivery method has been determined
3. Estimated project duration is 24 months
4. Estimated construction cost is approximately \$4.8 Million Dollars (\$4,800,000.00).
5. Project consists of two facilities 1) Health Clinic & Indigent Care – 8,000 SF and 2) Community Resource Center (CRC) – 5,300 SF
6. Approximately 13,300 total SF
7. Estimated start of construction is May 2023

## SCOPE OF SERVICES

Brownstone Consultants LLC proposes to provide the following scope of services as described below:

### | BASIC SERVICES

#### I. Pre-Design Phase

1. Identify stakeholders and Authorities Having Jurisdiction (AHJs) & develop stakeholder register.
2. Initial coordination and meetings with AHJs.
3. Develop overall project schedule.
4. Develop overall project budget.
5. Prepare project management information system and software (PMIS).
6. Verify Owner Project Requirements.
7. Assist in Selection of Project Delivery Method.
8. Evaluate and Select Other Consultant(s).
9. Assist in the Development of Other Consultant(s) Contracts.

#### II. Design Phase

1. Coordinate Master Site Plan Development.
2. Bi-Weekly Design Update Meetings.
3. Review of Design Documents.

4. Updates to Project Budget.
5. Updates to Project Schedule.
6. Site Visits.
7. Permit Coordination.
8. Owner Update Meetings.
9. Update PMIS.
10. Review of Architect/Consultant Invoices.
11. Meetings and Coordination for Project Development.

### **III. Procurement Phase**

1. Assist in the development of the procurement packet.
2. Coordinate and Conduct Pre-Bid Conference.
3. Coordinate Pre-Bid questions/responses.
4. Coordinate issuance of any Addendum.
5. Attend Bid Day.
6. Proposal Evaluation.
7. Prepare formal recommendation.
8. Assist in contract development.
9. Coordinate issuance of NTP.
10. Updates to Project Budget.
11. Updates to Project Schedule.
12. Meetings and Coordination for Project Development.

### **IV. Construction Phase**

1. Coordinate and conduct a Pre-Construction Conference.
2. Conduct/Attend bi-weekly construction meetings.
3. Periodic site visits with project inspector.
4. Document Control (RFI's, Submittals, Shop Drawings, CMT Reports, etc.).
5. Review Contract Change Directives (CCD's) and Proposed Change Orders (PCO's). Prepare and process Change Orders for Owner (CO's) as needed.
6. QA/QC and execution of applications for payment.
7. Create, Update, and Distribute Monthly Status Reports.
8. Updates to Project Budget.
9. Updates to Project Schedule.
10. Meetings and Coordination for Project Development.

### **V. Post Construction Post**

1. Participate in the creation of the final punch list with the Owner & Architect of Record during the architect's evaluation of substantial completion and participate in the architect's final inspection and acceptance of the work.
2. Review close-out requirements and documentation submitted by the Contractor.

3. Prepare and issue final reconciliation change order and provide recommendation for final payment.
4. Assist in the development of warranty policies and procedures.

### **| BASE FEE TOTAL**

Stipulated Sum Fee of **Four Hundred and Twenty-Six Thousand One Hundred and Fourteen Dollars and 00/100 (\$426,114.00).**

- \$255,668.40 – Health Clinic
- \$170,445.60 – Community Resource Center

**Please refer to Exhibit D, D1, & D2 attached for a detailed breakdown of the fee schedule.**

### **| PROJECT SCHEDULE**

**Please refer to Exhibit C for the preliminary project schedule.**

### **| ADDITIONAL SERVICES**

Any services not stated in this proposal will constitute an additional service and will be billed at our hourly fee schedule or by separate proposal.

### **| EXCLUSIONS**

This proposal excludes the following services:

- Architectural or Engineering Design Services
- Site Surveys and Platting
- Construction Materials Testing
- Environmental and Geotechnical Testing
- Commissioning

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 307-3057.

Sincerely,

A handwritten signature in blue ink, appearing to read 'CD', is written over a circular blue stamp or seal.

Carlos Del Angel, PMP, CCM  
Senior Project Manager



Exhibit D

**Contract Rates FY 2022**

Labor Category / Personnel	Rate (\$/hr)
Principal in Charge / Executive	\$ 270.00
Senior Project Manager (PMP)	\$ 220.00
Project Manager (CCM/PE)	\$ 190.00
Assistant Project Manager	\$ 170.00
Project Engineer	\$ 160.00
Engineer in Training (EIT)	\$ 120.00
Construction Manager	\$ 118.00
Construction Inspector	\$ 98.00
Unmanned Aircraft System (UAS) Pilot - Drone	\$ 90.00
Project Control Specialist	\$ 90.00
Admin/Clerical	\$ 65.00
Direct Expenses	Rate
<b>Travel</b>	
Lodging (per night)	\$ 150.00
Per Diem (Meals)	\$ 60.00
Airfare	<b>Cost</b>
Car Rental (per day)	\$ 60.00
Parking	<b>Cost</b>
Mileage (per mile)	\$ 0.58
<b>Copies</b>	
8.5 x 11 (per sheet)	\$ 1.00
11 x 17 (per sheet)	\$ 2.00
Overnight Mail (EA)	\$ 25.00
Unmanned Aircraft System (UAS) Flight - Drone (per hour)	\$ 250.00

All Contract Rates are inclusive of overhead and profit.

**EXHIBIT “E”**  
**HIDALGO COUNTY**  
**Professional Services**  
**Agreement # C-22-0214-05-17**

**WORK AUTHORIZATION NO. \_\_\_\_\_**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of the **Professional Services Agreement No. C-22-0214-05-17**, incorporated herein by reference, for the “\_\_\_\_\_” made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**,” and **Brownstone Consultants, LLC**, hereinafter called “**Construction/Project Manager**”.

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the Construction/Project Manager to provide

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The **Construction/Project Manager** is to provide the scope of Services as required by the Agreement with Owner.

The scope of services to be provided by the **Construction/Project Manager** is identified in **Attachment “A” – “EXHIBIT “C” – Project Specific Scope of Services to be provided by Construction/Project Manager”** attached hereto and incorporated by reference.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$ \_\_\_\_\_. This amount is based upon the costs outlined in the **Attachment “B” – “EXHIBIT “D” – Contract Rates”** attached hereto and incorporated by reference.

**PART 3. PAYMENT**

Compensation and payment to the Construction/Project Manager for the services established under this Work Authorization shall be made in accordance with the **Professional Services Agreement No. C-22-0214-05-17** between the **Owner** and the **Construction/Project Manager**.

**PART 4. FUNDING**

This Work Authorization No. \_\_\_\_\_ shall be funded through funding source:  
Account No. \_\_\_\_\_  
Requisition Number \_\_\_\_\_ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of the scopes of the Work Authorization, within the limits of Agreement No. C-22-0214-05-17, provided in this Work Authorization; or on** ( \_\_\_\_\_ **DATE** \_\_\_\_\_ ). *If applicable:* Construction/Project Manager

shall conform to the approved “Work/Project Schedule”, attached hereto and incorporated by reference herein as **Attachment “C”**.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties’ responsibilities and obligations provided under the **Agreement No. C-22-0214-05-17**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Everardo “Ever” Villarreal, as to content and detail of this Work Authorization No. \_\_\_\_\_.

**HIDALGO COUNTY  
COMMISSIONER PRECINCT No. 3:**

BY: \_\_\_\_\_

**[Signature Page to Follow]**

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON Month 00, 2022.**

**Agenda Item No. 00000**

**Executive Office:** \_\_\_\_\_

**VENDOR:**

Brownstone Consultants, LLC

**COUNTY:**

COUNTY OF HIDALGO

\_\_\_\_\_  
Carlos Del Angel, Managing Partner

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**

Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.

**ATTEST:**

\_\_\_\_\_  
N/A  
N/A, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**LIST OF ATTACHMENTS:**

**Attachment "A"** – *EXHIBIT "C" – Project Specific Scope of Services to be provided by Construction/Project Manager*

**Attachment "B"** – *EXHIBIT "D" – Contract Rates*

**Attachment "C"** – *Approved Work/Project Schedule (If applicable)*

**EXHIBIT "F"**  
**Supplemental Agreement Form**

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**  
**C-22-0214-05-17**

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of the Professional Services Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner’s Court, hereinafter called the “**Owner**”, and **Brownstone Consultants, LLC**, hereinafter called the “**Construction/Project Manager**”.

**W I T N E S S E T H**

**WHEREAS**, the **Owner** and the **Construction/Project Manager** executed the **Agreement No. C-22-0214-05-17** on the day of MONTH, 00, 2021 concerning Professional Services for Precinct #3;

**WHEREAS**, on the \_\_\_\_ day of \_\_\_\_ 20\_\_, **Owner** authorized a Project Specific Work Authorization for \_\_\_\_\_ (hereinafter referred to as the “**Project**”); and

**WHEREAS**, it has become necessary to amend the Agreement to \_\_\_\_\_.

**NOW, THEREFORE**, in consideration of the mutual covenants provided below, the **Owner** and the **Construction/Project Manager** agree that said Agreement is amended as follows:

I. Paragraph \_\_\_\_ of the Agreement,  (paragraph title) , is revised to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. **All other provisions are unchanged and remain in full force and effect.**

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON Month 00, 2022.**

**Agenda Item No.** \_\_\_\_\_

**Executive Office:** \_\_\_\_\_

**VENDOR:**

Brownstone Consultants, LLC

**COUNTY:**

COUNTY OF HIDALGO

\_\_\_\_\_  
Carlos Del Angel, Managing Partner

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**

Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.

**ATTEST:**

\_\_\_\_\_  
N/A  
N/A, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**

(as required)