

Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1 TO WORK AUTHORIZATION NO.1 TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES C-23-0499-01-09

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Brownstone Consultants, LLC, Professional Construction Manager of, McAllen, Texas, hereinafter called the "**Construction Manager**".

WITNESSETH

WHEREAS, the **Owner** and the **Construction Manager** executed the **Agreement No. C-23-0499-01-09** on the day of January 9th, 2024 concerning Professional Construction Management Services for Precinct No. 4;

WHEREAS, on the 23rd day of July 2024, **Owner** authorized a Project Specific Work Authorization for 2812 CRC Facility in Pct. 4 (hereinafter referred to as the "**Project**"); and

WHEREAS, it has become necessary to amend "**Attachment B – Fee Proposal**" to include the additional cost of work, in the amount of \$145,253.00 for construction management services through the construction and post-construction phase.

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

- I. Section of the **Agreement, Attachment A – Project specific Scope of Services to Be Provided by the Construction Manager**, to include the additional scope description of construction and post-construction phase services to be provided by the Construction Manager
- II. Section of the **Agreement, Attachment B – Fee Proposal**, to include the additional cost of work for construction management services through the construction and post-construction phase.
- III. Section of the **Agreement, Attachment C- Approved Work/Project Schedule**, is revised to include the updated approved schedule.
- IV. **All other provisions are unchanged and remain in full force and effect.**

IN WITNESS WHEREOF, the Construction Manager and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed and effective as of the date indicated below.

APPROVED BY COMMISSIONERS' COURT ON SEPTEMBER 15, 2026.

Agenda Item No. 104609

Executive Office: _____

CONSTRUCTION MANAGER:
Brownstone Consultants, LLC

COUNTY:
COUNTY OF HIDALGO

Carlos Del Angel, Partner

Hon. Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

SUPPLEMENTAL SIGNATURES:

Attachment A – Attachment A – Project specific Scope of Services to Be Provided by the Construction Manager

Attachment B – Fee Proposal

Attachment C – Approved Work/Project Schedule



ATTACHMENT A

**PROJECT SPECIFIC SCOPE OF
SERVICES TO BE PROVIDED BY
CONSTRUCTION MANAGER**

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

Construction Phase. Brownstone Consultants will provide services for the Hidalgo County Precinct No. 4 2812 Community Resource Center Project during the construction phase as follows:

1. Assist Hidalgo County Purchasing and Legal with final contract negotiation, contract development, and general conditions.
2. Conduct the Partnering Session simultaneously with the preconstruction meeting.
3. Coordinate issuance of the Notice to Proceed (NTP). Brownstone will develop an NTP letter for review and approval by the County, distribute it to the contractor, file the final NTP in the Project Management Information System, and update the project schedule to reflect the submitted schedule.
4. Update the Precinct monthly on the project status based upon mutually agreed format.
5. Monitor site records for shop drawings, shop drawing logs, RFI logs, deficiency logs, Change Order logs, Proposal Change logs, and ASI logs.
6. Monitor the Contractor Schedule and advise the County of construction schedule slippage and work with Contractor to recover and/or improve on schedule.
7. Review the contractor's pay applications with the County, Architect, and Contractor to confirm compliance with work in place.
8. Attend site meetings as necessary and bi-weekly OAC meetings.
9. Evaluate requests for proposed changes and change orders and make recommendations to County personnel and the Architect.
10. Attend pre-installation meetings with the contractor and subcontractors.
11. Review as-built drawings and completeness of all close-out documentation, warranties, and guarantees for conformance with specifications requirements.
12. Perform a cost analysis of each change order issued and challenge the contractor's pricing if necessary.
13. Coordinate Independent Testing Firm's Activities.
14. Review the results of the Owner-provided Independent Testing Firm for compliance with Construction Documents.
15. Coordinate vendors under separate contracts with the Owner (security, data, voice, furniture, and similar).
16. Assist in managing construction contracts and general conditions.
17. Manage overall information flow during construction through the Project Management System.
18. Part-time (2x per week) observation to monitor and record construction activities. Daily reports will be developed and distributed to the team at predetermined intervals.
19. Review of Architect and other Project Consultant Invoices. Brownstone will receive, review, and recommend approval of all architectural, Brownstone, and other project consultant invoices prior to distribution to the County.

20. Participate in the development of the punch list and make recommendations on the issuance of certificates of substantial completion.

Post-Construction and Closeout Phase. Brownstone Consultants will provide services for the Hidalgo County Precinct No. 4 2812 Community Resource Center Project during the post-construction phase as follows:

1. Oversee turnover of all certification documentation.
2. Coordinate training of facility maintenance staff for familiarization with all systems.
3. Review all contractual and warranty obligations to comply with documents such as operations and maintenance manuals.
4. Assist in developing a tickler file of all warranty deadlines for each project.
5. Coordinate reviews of warranty items after a thirty (30) day period.
6. Coordinate the post-occupancy evaluation of the facility with the design team prior to the warranty expiration (one year).

The Post-Construction and Closeout Phase shall be considered complete when the Project has been finally accepted under the contract and final payment authorized to the contractor.

Consultant's Additional Services

Advance Authorization Required. If authorized in writing by the Owner, the Consultant shall furnish or obtain from others Additional Services of the types listed below.

1. Prepare applications for governmental approvals.
2. Develop a move management or occupancy plan.
3. Make measured drawings of or investigate existing conditions or facilities.
4. Perform services resulting from significant changes in scope, extent, or character.
5. Undertake investigations and studies in addition to those specified in Basic Services.
6. Furnish services attributable to more than one prime contract.
7. Perform services during out-of-town travel required of the Consultant other than for visits to the site or Owner's office.
8. Project Commissioning after final completion.
9. Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.



ATTACHMENT B

FEE PROPOSAL

Please refer to Exhibit C for the execution plan and project schedule.

| BASE FEE TOTAL

Stipulated Sum Fee of **One Hundred Forty-Five Thousand Two Hundred Fifty-Three Dollars and 00/100 (\$145,253.00).**

The stipulated sum will be invoiced in sixteen (16) equal monthly installments of Nine Thousand Seventy-Eight Dollars and 31/100 (\$9,078.31), beginning October 2026.

Please refer to Exhibit D (Standard Labor Rates) and Exhibit D-1 (Staffing Plan).

Period	Phase	Hours	Fee
Oct 2026	Contract Negotiation	56	\$ 7,477.74
Nov 2026 to Dec 2026	Construction	138	\$ 17,663.64
Jan 2027 to Dec 2027	Construction	828	\$ 108,100.44
Jan 2028	Post Construction	56	\$ 7,779.67
Sub-Total, Labor		1,078	\$ 141,021.00
Mileage Allowance	160 round trips		\$ 4,232.00
Total Stipulated Sum			\$ 145,253.00

| ADDITIONAL SERVICES

Any services not stated in this proposal will constitute an additional service and be billed at our hourly fee schedule (reference Exhibit D) or by separate proposal. All additional services shall be approved in writing by Hidalgo County prior to performance.

| 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 proposal, please call me at (956) 307-3057.



ATTACHMENT C

APPROVED WORK/PROJECT SCHEDULE

EXHIBIT C

WORK PLAN SCHEDULE, EXTENDED DURATION

Hidalgo County Precinct No. 4, 2812 Community Resource Center Project

ID	Task Name	Duration	Start	Finish
1	Finalize Contract Negotiation and Develop Contract Documents	60 days	Tue 9/1/26	Fri 10/30/26
2	Construction	418 days	Mon 11/2/26	Fri 12/24/27
3	Post Construction	33 days	Mon 12/27/27	Fri 1/28/28

Work plan activities conclude on a Friday, and each subsequent activity begins the following Monday. Brownstone services under this proposal begin October 1, 2026. September 2026 is covered by the remaining balance of the original stipulated sum.

EXHIBIT D

LABOR RATE SCHEDULE

Labor Category / Personnel	2026 Rate	2027 Rate	2028 Rate
Principal in Charge / Executive	\$ 300.91	\$ 306.93	\$ 313.07
Senior Construction Manager (PE/PMP/AIA)	\$ 250.27	\$ 255.28	\$ 260.39
Construction Manager (CCM)	\$ 208.32	\$ 212.49	\$ 216.74
Assistant Construction Manager	\$ 167.81	\$ 171.17	\$ 174.59
Project Engineer	\$ 127.31	\$ 129.86	\$ 132.46
Sr. Construction Inspector	\$ 125.86	\$ 128.38	\$ 130.95
Construction Inspector	\$ 104.16	\$ 106.24	\$ 108.36
Record Keeper	\$ 92.59	\$ 94.44	\$ 96.33
Unmanned Aircraft System (UAS) Pilot - Drone	\$ 86.80	\$ 88.54	\$ 90.31
Project Control Specialist	\$ 81.01	\$ 82.63	\$ 84.28
Admin/Clerical	\$ 63.65	\$ 64.92	\$ 66.22

Contract Rates include labor, overhead, and profit. Rates escalate two percent annually per the contract documents previously approved by the Hidalgo County Commissioners Court.

Direct Expenses	Rate
Lodging (per night)	\$ 150.00
Per Diem (Meals)	\$ 60.00
Airfare	Cost
Car Rental (per day)	\$ 60.00
Parking	Cost
Mileage (per mile)	IRS Standard Business Rate
Copies, 8.5 x 11 (per sheet)	\$ 1.00
Copies, 11 x 17 (per sheet)	\$ 2.00
Overnight Mail (each)	\$ 25.00
Unmanned Aircraft System (UAS) Flight - Drone (per hour)	\$ 250.00

Mileage is reimbursed at the IRS standard business rate, currently \$0.760 per mile effective July 1, 2026. The mileage allowance included in the stipulated sum is calculated at this rate. Direct expenses other than mileage are not included in the stipulated sum.

EXHIBIT D-1

STAFFING PLAN

The following staffing levels are proposed for the extended duration. Each cell shows the hours per month allocated to that role. A month-by-month detail follows.

Labor Category	Contract Negotiation	Construction	Post Construction
Senior Project Manager (PMP/PE/AIA)	13 hrs	13 hrs	13 hrs
Construction Inspector	32 hrs	45 hrs	32 hrs
Project Control Specialist	11 hrs	11 hrs	11 hrs
Total	56 hrs	69 hrs	56 hrs

Construction Inspector hours support two site visits per week during construction, averaging approximately five hours per visit. Reduced coverage during contract negotiation and post-construction reflects the lower level of site activity in those periods. No Principal in Charge, Assistant Construction Manager, UAS Pilot, or Admin/Clerical hours are billed under this proposal.

Mileage Allowance

Basis	Construction	Post Construction
Construction Inspector site observation	9	4
Senior Project Manager OAC meetings	2	2
Round trips per month	11	6

No site travel is budgeted during contract negotiation. One-way distance is 17.4 miles, or 34.8 miles per round trip. Over the term this totals 160 round trips and 5,568 miles, or \$4,232.00 at the current IRS standard business rate.

Fee Summary

Year	Hours	Professional Services	Mileage
2026 (Oct to Dec)	194	\$ 25,141.38	\$ 581.86
2027	828	\$ 108,100.44	\$ 3,491.14
2028 (Jan)	56	\$ 7,779.67	\$ 158.69
Sub-Total	1,078	\$ 141,021.00	\$ 4,232.00
Total Stipulated Sum		\$ 145,253.00	

EXHIBIT D-1

STAFFING PLAN, MONTH BY MONTH DETAIL

Values show the hours per month allocated to each role. Round trips are 34.8 miles each at the IRS standard business rate.

FY 2026

Labor Category	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Total Hrs	Amount
Phase										Neg.	Constr.	Constr.		
Senior Project Manager (PMP/PE/AIA)										13	13	13	39	\$ 9,760.53
Construction Inspector										32	45	45	122	\$ 12,707.52
Project Control Specialist										11	11	11	33	\$ 2,673.33
FY 2026 Total										56	69	69	194	\$ 25,141.38
Site round trips										-	11	11	22	\$ 581.86

FY 2027

Labor Category	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Total Hrs	Amount
Phase	Constr.	Constr.	Constr.	Constr.	Constr.	Constr.	Constr.	Constr.	Constr.	Constr.	Constr.	Constr.		
Senior Project Manager (PMP/PE/AIA)	13	13	13	13	13	13	13	13	13	13	13	13	156	\$ 39,823.68
Construction Inspector	45	45	45	45	45	45	45	45	45	45	45	45	540	\$ 57,369.60
Project Control Specialist	11	11	11	11	11	11	11	11	11	11	11	11	132	\$ 10,907.16
FY 2027 Total	69	69	69	69	69	69	69	69	69	69	69	69	828	\$ 108,100.44
Site round trips	11	11	11	11	11	11	11	11	11	11	11	11	132	\$ 3,491.14

FY 2028

Labor Category	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Total Hrs	Amount
Phase	Post- Constr.													
Senior Project Manager (PMP/PE/AIA)	13												13	\$ 3,385.07
Construction Inspector	32												32	\$ 3,467.52
Project Control Specialist	11												11	\$ 927.08
FY 2028 Total	56												56	\$ 7,779.67
Site round trips	6												6	\$ 158.69