



TEXAS
Health and Human
Services

**HHS000086700157 ACTIVATION No. 4 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS000086700137(PROJECT NO. 20-
127-SAL)**

This Activation (the “**Activation**”) to the above referenced Architectural/Engineering Agreement (the “**Base A/E Agreement**” or “**A/E Agreement**”) is entered into by the Health and Human Services Commission (“**HHSC**” or “**Owner**”) and WSP USA Buildings Inc. (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at San Antonio State Supported Living Center located at 6711 S. New Braunfels San Antonio, Texas 78223. The terms in this Activation are subject to, and incorporated into, the terms of the above referenced Base A/E Agreement. In the event of a conflict between the terms of this Activation and the Base A/E Agreement, the Base A/E Agreement will control in accordance with Article 7 of the Base A/E Agreement.

PROJECT SUMMARY:

Basic Scope

The A/E shall assist HHSC in the selection of an appropriate Construction Manager at Risk and shall coordinate with the selected Construction Manager at Risk all design and construction work to conform to HHSC requirements and budgets:

Building 689 Renovations:

- Replace existing VCT flooring throughout with new sheet vinyl welded seam flooring, replace gym flooring with sport flooring and replace pool deck flooring.
- Paint interiors of pool area, gym, corridors and atrium.
- Pool renovations include testing and repair of cracks within the pool, repair or replace pool equipment systems, clean/repair existing railing and ladders, upgrade exhaust systems, clean/repair existing lighting and paint interiors.

HVAC Clean and Balance Ductwork for Buildings 665, 667, 668, 669, 670, 671, 672, 673, 674, 766, 689, & 738 to include evaluation of existing HVAC duct systems and identification of conditions and documents to replace and/or clean these systems.

Boiler System Upgrades for Buildings 665, 667, 668, 674, 766 to include adding new boilers for individual building heating and backup.

Campus Site Water Valve and Pipe Replacement and evaluate existing installation.

CONSTRUCTION COST:

(As described and defined in Article 3 of the Base A/E Agreement)

Not to Exceed

\$4,230,573.00

FEE:

(As described in Articles 4 and 5 of the Base A/E Agreement)

Basic Services:

A fixed fee of \$423,057.00

(423,057.00 (fixed fee) / \$4,230,573.00 (construction cost) = 10%*)
 *This percentage will be applied to all future contract sum changes per the applicable Base A/E Agreement and Health and Human Service Commission's Architectural/Engineering Guidelines.

Supplemental Services:

Study/Evaluation: HVAC Ducts	\$50,000.00
Study/Evaluation: Site Domestic Water Line	\$40,000.00
TOTAL Fee	\$513,057.00

UNIT PRICE FOR BID SETS:

(As described in §1.4.3 of the Base A/E Agreement)

Provide digital copies for distribution. If printed copies are requested, they shall be reimbursed as follows:

Bid set printing reimbursable unit price: \$16/SF
 Bid set printing reimbursable unit price: \$.069/double-sided sheet for project manual

SPECIAL CONSULTANTS:

(As described in §1.5.3 of the Base A/E Agreement)

Is Needed - Pool Consultant

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:

(As described in §1.5.7.4 of the Base A/E Agreement)

Review by HHSC Energy Specialist is required

PARTNERING:

(As described in §1.2.5.1 of the Base A/E Agreement)

Not Required

SITE VISITS:

(As generally described in §1.2 of the Base A/E Agreement)

One Pre-Construction Conference per Sub-Scope
 Two site visits per month during Construction Phase (includes monthly voucher meeting)
 One Substantial Completion site visit for each building
 One Final Inspection site visit of each building
 One Warranty Inspection site visit of each building

REPORTS, DRAWINGS & SPECIFICATIONS:

(As described in §1.4 of the Base A/E Agreement)

Schematic Design:	3 Full-Size Sets and Specifications*
Design Development:	3 Full-Size Sets and Specifications*

**As each building is being completed for the various stages of review and Construction Documents Phases.*

Bidding Phase:	2 Full-Size Sets, 1 Half-Size Set, and 3 Specifications Bid Sets
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The number of contractors and plan rooms bid sets will be reimbursed as an additional service per the unit price for bid sets identified above.

SERVICES SCHEDULE:

(As mentioned in §1.5.5 of the Base A/E Agreement)

Schematic Design:	28 calendar days
Design Development:	35 calendar days
50% Construction Documents:	42 calendar days
100% Construction Documents:	42 calendar days
Owner Review of each Phase:	10 calendar days
100% Construction Documents Resubmittal:	15 calendar days*

All Studies/Evaluations to run concurrently.

**If required to incorporate 100% CD comments prior to Bidding.*

PAYMENT SCHEDULE:

(As described in Article 5 of the Base A/E Agreement)

Study: HVAC Ducts	Lump Sum upon Completion
Study: Site Domestic Water	Lump Sum upon Completion
Schematic Design:	10%
Design Development:	15%
50% Construction Documents:	15%
100% Construction Documents:	20%
Bidding Phase:	5%
Construction Phase:	35%*

**To be paid monthly based on percentage of completion of construction contract.*

For any payment made under the schedule above, Owner shall withhold the greater of (a) 3% of such payment or (b) \$1000 (but in no event will the retained amount exceed 4.9% of the payment amount). Pursuant to §5.5 of the Base A/E Agreement, the entire retainage will be withheld until all required closeout documents are received and approved by the Owner.

HUB SUBCONTRACTING PLAN:

(As described in §15.14 of the Base A/E Agreement and amended hereto)

Is Required

DISPUTE RESOLUTION:

1. In the event of a dispute with the Owner, A/E will employ the dispute resolution process set forth in Article 11 of the Base A/E Agreement.
2. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the A/E, in whole or in part. Owner and A/E agree that any periods set forth in the Base A/E Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 of the Texas Government Code or this section.
3. Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.
4. In any litigation or contested case between the Owner and the Project Architect arising from this Activation or this Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless which one is deemed the prevailing party.

The Texas Board of Professional Engineers, 1917 IH 35 South, Austin, Texas 78741, telephone (512) 440-7723, has jurisdiction to each client for whom the Engineer renders an Engineering service in Texas.

The effective date of this Activation is the date when the last signature is affixed hereto.

Signature Page for Activation No. 4
HHSC Contract No. HHS000086700137

**Health and Human Services
Commission**

WSP USA Buildings Inc.

DocuSigned by:
By: Mike Maples
E8BB9F5CB3B048F...
Mike Maples

DocuSigned by:
By: Doug Calhoun
8EF1FBA3A8A44B5...
Doug Calhoun

Deputy executive commissioner

SVP

Date of Execution: July 20, 2020

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