

Contract #HHS001033300079



**ACTIVATION NO. 1 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300003
(PROJECT NO. 18-023-TSH)**

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 Wiss, Janney, Elstner Associates, Inc (“**A/E**” or “**Engineer**” or “**WJE**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Terrell State Hospital located at 1200 E Brin St, Terrell, TX 75160. The Activation and the Base A/E Agreement each incorporate all of the terms, conditions, and provisions of the other 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 9 of the Base A/E Agreement.

PROJECT SUMMARY:

Basic Services Scope

A/E shall perform architectural or engineering services under the Base A/E Agreement. Basic Services Scope shall include Development of drawings and specifications to be used for procuring and constructing the necessary Structural repairs to Buildings 675 and 679. The fees for the preparation of repair documents and the associated construction period services are based on the limitations described in the proposal dated 12.28.2021. (See exhibit A, attached and incorporated)

Supplemental Services:

Site Assessment and Testing as described below:

Task A: Initial Assessment

A WJE structural engineer will make an initial visit to Buildings 675 and 679 and will access the crawlspace to view several representative samples of the floor systems. WJE will issue a brief memorandum of first impressions regarding the extent and structural significance of observed damage, any restrictions that may be appropriate regarding ongoing use of the facilities, and a brief description of potential repairs. WJE anticipates that this initial visit and memorandum, and the related discussions, will more completely refine the scope and direction of the overall assessment.

Task B: Detailed Inspection

Once any refinements to the scope and direction of the assessment are made, WJE will visually examine the floor structure in accessible portions of the subfloor space. The location and degree of deterioration will be recorded so that repairs can be designed and located. A minimum of two concrete samples will be removed from the structure and examined or tested as needed to inform the course of repair. The testing may include petrographic, carbonation, and chloride studies, as appropriate for conditions encountered. WJE will also either obtain or create dimensioned floor plans showing the locations of walls and the overall layout of the buildings. These plans will be coordinated with the documentation of structural deterioration.

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Where an area is not physically accessible due to obstructions (e.g., structure or plumbing lines), WJE will attempt to examine the structure using other means, such as using cameras on extensions or mounted on remotely controlled vehicles. WJE will not excavate soil or create access openings through the floor to inspect areas that are not accessible and will keep a record of areas not inspected (so that they may be assessed later, as access becomes available.) Where the subfloor does not have adequate fresh air ventilation, WJE will arrange for ventilation or other means to safely conduct our inspection. If conditions do not allow WJE personnel to safely inspect the structure and an area cannot be made adequately safe using available means, WJE will notify HHSC. After completion of the more detailed inspection, WJE will develop and issue a report of findings that details our observations, assessment, and recommendations.

CONSTRUCTION COST:

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

\$350,000.00

FEE:

(As described in Articles 6 and 7 of the Base A/E Agreement)

Basic Services:

A fixed fee of: **\$47,000.00**

$(\$47,000.00 \text{ (fixed fee)} / \$350,000.00 \text{ (construction cost)} = 13.4\%^*$

**This percentage will be applied to all future contract sum changes for A/E increased compensation only when the A/E has provided additional services and/or there has been an addition to the A/E's scope of work directly related to the additional construction cost per the applicable Base A/E Agreement and Health and Human Services Commission's Architectural/Engineering Guidelines. There will be no change to A/E compensation if there are no A/E additional services or increase in A/E scope directly related to additional construction cost.*

Supplemental Services:

Site Assessment / Inspection / Testing for a fixed fee of: **\$27,000.00**

Initial Visit and Brief Memo of Initial Impressions (Task A as described above): \$4,000.00

Detailed Inspection and Report of Findings (Task B as described above): \$23,000.00

Total Fee including Basic & Supplemental Services: \$74,000.00

UNIT PRICE FOR BID SETS:

(As described in §3.4.3 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: \$0.10/SF or \$.88/Sheet

Bid set printing reimbursable unit price: \$.010 /double-sided sheet +\$3.00 for binding for project manual

CONSULTANTS:

Is Not Needed

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(As described in §3.5.3 of the Base A/E Agreement)

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:

(As described in §3.5.7.4 of the Base A/E Agreement)

Is Not Required

PARTNERING:

(As described in §3.2.5.1 of the Base A/E Agreement)

Is Not Required

SITE VISITS:

(As generally described in §3.2 of the Base A/E Agreement)

Site Assessment, Task A: Initial Assessment Site visit
Site Assessment, Task B: Detailed Inspection Site Visit (s): minimum 1 Site visit, as required for testing and examination as described in the project Summary.

Additional Site visits as required for preparation of Contract Documents.

Pre-Bid Meeting

8 Site visits during Construction Administration including:

- One Pre-Construction Conference
- Two site visits per month during Construction Phase (includes monthly voucher meeting)
- One Substantial Completion site visit (for both buildings)
- One Final Inspection site visit (for both buildings)
- One Warranty Inspection site visit (for both buildings)

REPORTS, DRAWINGS & SPECIFICATIONS:

(As described in §3.4 of the Base A/E Agreement)

Site Assessment:

Initial Assessment Memorandum:

- Electronic delivery (PDF) via e-mail transmission and upload to HHSC SharePoint Site
- 2 hard copy sets.

Detailed Inspection Report and Testing Results:

- Electronic delivery (PDF) via e-mail transmission and upload to HHSC SharePoint Site
- 2 hard copy sets.

Contract Documents:

Electronic delivery (PDF) via e-mail transmission and upload to HHSC SharePoint Site at each phase described below:

- Schematic Design / Design Development: Provide Electronic delivery only
- 95% Construction Documents: Provide Electronic delivery only
- 100% Construction Documents: Provide Electronic delivery and 2 Full-Size Sets, 1 Half-Size Set, and 3 Specification Bid Sets

The number of contractors and plan rooms bids sets will be reimbursed as an additional service per the unit price for bid sets identified above.

SERVICES SCHEDULE:

Site Assessment:

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(As mentioned in §3.5.5 of the Base A/E Agreement; the schedule on all phases begins on a date specified by written or electronic notice [such as a notice to proceed or phase approval letter] from Owner for that particular phase; Owner's review schedule begins on the next business day after the A/E completion of the particular phase to be reviewed)

Task A: Initial Assessment: 1 Calendar Day site visit
Initial Assessment Memorandum: 10 Calendar Days upon completion of site visit.
Task B: Detailed Inspection: 15 Calendar Days
Detailed Inspection Report and Testing Results: 15 Calendar Days

Contract Documents:

Schematic Design / Design Development: 30 calendar days
Owner Review: 15 calendar days
95% Construction Documents: 30 calendar days
Owner Review of 95% CD's: 15 calendar days
100% Construction Documents: 15 calendar days
Resubmittal: 15 calendar days*

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

PAYMENT SCHEDULE:

(As described in Article 7 of the Base A/E Agreement)

Supplemental Services: Site Assessment and Testing

Site Assessment - Task A: Initial Assessment & Memorandum:
\$4,000 (14.8%)

Site Assessment - Task B: Detailed Inspection & Report:
\$23,000 (85.2%)

Total: \$27,000 (100%)

Supplemental and Additional Services will be paid as service is complete and earned.

Basic Services:

Schematic Design / Design Development: 30%
95% Construction Documents: 35%
100% Construction Documents: 3%
Bidding 6%
Construction Administration 26%*

Total: \$47,000 (100%)

**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 §7.5 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 §3.5.14 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

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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.

NOTICES:

(For the purposes of this activation, Section 20.1.1 of the Base A/E Agreement is amended to read as follows:)

The following will act as the representative authorized to administer activities under this Activation on behalf of its respective Party.

HHSC Contract Representative

Tanya Berry, AIA, NCARB, CTCM

Health and Human Services Commission

Facility Maintenance and Construction

Cell: (512) 954-3831

909 W. 45th St. | Mail Code 2064 | Austin, TX. 78751

A/E Contract Representative

John B. Turner, CSP, PE

Senior Associate and Project Manager

Wiss, Janney, Elstner Associates, Inc.

Engineers | Architects | Materials Scientists

6363 North State Highway 161, Suite 550, Irving, TX 75038

tel 972-550-7777 | direct 469-587-0769

cell 214-862-6615 | WJE direct 26769

jturner@wje.com

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 Follows

Signature Page for Activation No. 1

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**Health and Human Services
Commission**

Wiss, Janney, Elstner Associates, Inc

DocuSigned by:

By: 0CB2E17A5C9C45D...
Scott Schalchlin

DocuSigned by:

By: 23EC52CAE9B44E9...
Mathew P. Carlton

Deputy Executive Commissioner

Unit Manager and Principal

Date of Execution: February 9, 2022

Date of Execution: February 9, 2022