

Contract #HHS001033300084



**ACTIVATION NO. 1 FOR
ARCHITECTURAL/ENGINEERING BASE CONTRACT NO. HHS00103300008
(PROJECT NO. 22-147-WFH)**

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 Baird, Hampton & Brown, Inc. (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Wichita Falls State Hospital located at 6515 Kemp Blvd., Wichita Falls, Tx 76308. 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 Scope

Provide design, project management and coordination with Architect and Engineering disciplines from Schematic Design through construction.

Scope of Project includes the following: Replacement of two existing end-of-life 20-ton multizone roof-mounted HVAC systems with new 20-ton Variable Air Volume (“VAV”) system with new VAV boxes, individual zone hot water coils, and BACnet compliant Direct Digital Control (“DDC”) controls.

Scope of Project also includes all of the following: The replacement of one existing end-of-life 25-ton single-zone roof-mounted HVAC system with a new 25-ton roof top unit (“RTU”) with BACnet compliant DDC control; modify existing roof curbs as required or install new roof curb adapters to accept replacement systems and ensure watertightness of existing roof system is maintained; remove existing suspended ceiling systems as required for installation of new VAV boxes, DDC control wire, and hot water piping; replace ceilings where required with like-kind material.

CONSTRUCTION COST:

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

Not to Exceed \$500,000.00

FEE:

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

Basic Services:

A fixed fee of \$57,610.00

\$57,610.00 (fixed fee)/\$500,000.00 (construction cost) = 11%

**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.*

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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: \$0.16/SF

Bid set printing reimbursable unit price: \$.49/double-sided sheet for project manual

CONSULTANTS:

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

Is Needed

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)

One Pre-Construction Conference

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 §3.4 of the Base A/E Agreement)

Schematic Design (SD): 3 Full-Size Sets and Specifications*

Design Development (DD): 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

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:

(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)

SD/DD: 30 calendar days

Owner Review: 10 calendar days

100% Construction Documents (CD's): 45 calendar days

Owner Review of 100% CD's: 10 calendar days

100% Construction Documents (CD's)

Resubmittal: 10 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)

Site Investigation: 15%

SD/DD 15%

100% Construction Documents: 30%

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

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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 waived, delayed, or suspended by Chapters 2254 or 2260 of the Texas Government Code, or Chapter 114 of the Texas Civil Practice and Remedies 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 of 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

Roger Brigance
Health and Human Services Commission
909 W. 45th ST Mail Code 2064
Austin, TX 78751
Phone: 512-413-2820
Email: Roger.Brigance@hhs.texas.gov

A/E Contract Representative

Kenneth E. Randall, Vice President
Baird, Hampton & Brown, Inc.
6300 Ridglea PL Ste 700
Fort Worth, TX 76116
Phone #: 817-929-3942
Email: krandall@bhbinc.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.

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**Signature Page for Activation No. 1
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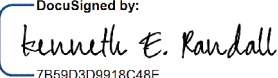
**Health and Human Services
Commission**

Baird, Hampton & Brown, Inc.

By:  _____
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Scott Schalchlin
Deputy Executive Commissioner

Date of Execution: April 7, 2022

By:  _____
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Kenneth E. Randall
CEO / Vice President

Date of Execution: April 7, 2022