

Contract #HHS001033300085



TEXAS
Health and Human
Services

**ACTIVATION NO. 1 FOR
ARCHITECTURAL/ENGINEERING BASE CONTRACT NO. HHS001033300017 (PROJECT
No. 22-152-RSC)**

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 Walter P. Moore and Associates, Inc., dba: Walter P. Moore (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Rio Grande State Center located at 1401 S Rangerville Rd , Harlingen, Texas, 78552. 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 for Supplemental Services:

A/E shall perform architectural or engineering services under the A/E Agreement for the following project:

Civil Site Drainage Improvement Study

- A. Review available record drawings and surveys
- B. Observe the site conditions to attempt to detect drainage issues affecting the site
- C. Review local developmental procedures and requirements for civil and drainage improvements
- D. Review local flood plain maps to determine the status of the site
- E. Visual observation of the existing building structures to identify structural defects and concerns
- F. Incorporate MEP engineer recommendations into study
- G. Prepare preliminary site demolition plan and preliminary site grading plan with recommended drainage and flatwork improvements
- H. Provide written report detailing issues detected on the existing site, likely causes, and recommendations for how to correct issues
 - a. Civil site drainage improvement study with adequate drawings and detail for contractors to develop a preliminary estimate of construction cost.
 - b. Building assessment documenting findings of site visits.

CONSTRUCTION COST:

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

Not to Exceed

\$TBD

FEE:

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

Supplemental Services:

A fixed fee of:

Civil Site Drainage Study

\$41,600.00

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: N/A

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Bid set printing reimbursable unit price: N/A
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CONSULTANTS:

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

Is Not 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)

Minimum 1 time Maximum 5, possibly more as required to complete basic scope at no additional cost

REPORTS, DRAWINGS & SPECIFICATIONS:

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

Civil Site Drainage Improvement Study: Digital Copy

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)

Document Review and Site Visit(s): 15 calendar days
Report: 60 calendar days

PAYMENT SCHEDULE:

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

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

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.

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- 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

Astrid Santos
Health and Human Services
909 West 45th Street
Austin, Texas 78751
astrid.santos@hhs.texas.gov

A/E Contract Representative

Susan Turrieta
Walter P. Moore and Associates, Inc.
221 West 6th Street, Suite 800
Austin, Texas 78701
STurrieta@walterpmoore.com

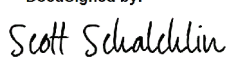
The Texas Board of Professional Engineers, 1917 IH 35 South, Austin, Texas 78741, telephone (512) 440-7723, has jurisdiction to each client for whom the Engineer renders an Engineering service in Texas.

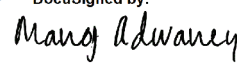
The effective date of this Activation is the date when the last signature is affixed hereto.

**Signature Page for Activation No. 1
HHSC Contract No. HHS001033300085**

**Health and Human Services
Commission**

**Walter P. Moore and Associates, Inc.
dba: Walter P. Moore**

DocuSigned by:

By: 0CB2E17A5C9C45D...

DocuSigned by:

By: AE12E16339E64FD...

Scott Schalchlin
Deputy Executive Commissioner

Manoj Adwaney
Senior Principal

Date of Execution: June 1, 2022

Date of Execution: June 1, 2022