

Contract #HHS001033300089



ACTIVATION NO. 4 FOR ARCHITECTURAL/ENGINEERING BASE AGREEMENT NO. HHS001033300001 (PROJECT NO. 20-046-RSH)

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 ERC Environmental & Construction Services, Inc. (dba: ERC) ("A/E" or "Engineer"), each a "Party" and collectively the "Parties," for Architectural or Engineering Services at Rusk State Hospital located at 805 North Dickinson Dr, Rusk, TX 75785 ("Facility"). 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:

Project Scope: Basic Services:

The Environmental A/E shall perform architectural or engineering services under the A/E Agreement and coordinate all services with the Owner's Construction Manager-At-Risk for the following project: Asbestos Abatement & Lead Remediation as required for the work in buildings 511, 512, 519 & 520 as follows:

Building 511

Asbestos Remediation

- Gypsum Wall board...15000 SF
9x9 Floor Tile & Mastic...10 SF
Steam Fitting Insulation...50 LF
Window Caulking...140 each
Sink under coating...3 each
Door caulking Exterior...4 each

Building 512

Asbestos Remediation

- Domestic Water Pipe Fitting Insulation...120 LF

Building 519

Asbestos Remediation

- 12x12 Floor Tile & Mastic...100 SF
Steam Fitting Insulation...50 LF
Sink under coating...1 each
Door caulking...4 each

Building 520

Asbestos Remediation

- 12x12 Floor Tile & Mastic...215 SF
Gypsum ceiling board...234 SF
Steam fitting Insulation...250 LF
Door caulking...4 each

Buildings 511, 512, 519 & 520

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Lead Remediation

- Concrete floor
- Wood baseboard & wood panel
- Gypsum board wall
- Concrete, plaster & brick walls
- Wood door & frames
- Wood window trim
- Wood Railing
- Bathtub

Supplemental Services:

Notification Fee

CONSTRUCTION COST:

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

Not to Exceed

\$4,790,234.00

FEE:

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

Basic Services:

Design and Project Management fee includes:

- A. Design charges for construction documents, project management time through the construction phase and a total of four (4) site visits for construction and project development, pre-bid conference, pre-construction meeting and final inspection/contractor's pay voucher meeting.....\$18,514.00
- B. Abatement monitoring & Laboratory fee estimate.....\$92,000.00
- C. Lead laboratory analysis.....\$3,860.00
- D. Monitoring Reimbursable (fee estimate is based on the daily rate of \$800 for one hundred fifteen (115) days.....\$28,405.00

(\$142,779 (fixed fee)/\$4,790,234.00 (construction cost) = 3%*)

**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:

Notification Fee.....\$1,200.00

TOTAL FEE: \$143,979.00

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: \$.10/SF
- Bid set printing reimbursable unit price: \$.10/double-sided sheet for project manual

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CONSULTANTS: Is Not Needed
(As described in §3.5.3 of the Base A/E Agreement)

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION: Is Not Required
(As described in §3.5.7.4 of the Base A/E Agreement)

PARTNERING: Is Not Required
(As described in §3.2.5.1 of the Base A/E Agreement)

SITE VISITS: Four (4) site visits:
(As generally described in §3.2 of the Base A/E Agreement)
 One (1) for Construction and Project Development
 One (1) Pre-bid Conference
 One (1) Pre-Construction meeting
 One (1) Final inspection/Contractor’s pay voucher meeting

REPORTS, DRAWINGS & SPECIFICATIONS: All deliverables shall be provided electronically. Additionally, hard copies shall be provided as follows:
(As described in §3.4 of the Base A/E Agreement)
 Construction Documents: 3 Full-Size Sets and Specifications
 Certificates of Completion: 3 copies of each phase of completion

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

SERVICES SCHEDULE: 100% Construction Documents (CD’s): 14 calendar days
(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)
 Owner Review of 100% CD’s: 7 calendar days
 100% Construction Documents (CD’s) Resubmittal: 7 calendar days*
**If required to incorporate 100% CD comments prior to Bidding.*

PAYMENT SCHEDULE: 100% Construction Documents: \$18,514.00 or 10%
(As described in Article 7 of the Base A/E Agreement)
 Construction: \$124,265.00 or 90%*
**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: Is Required
(As described in §3.5.14 of the Base A/E Agreement and amended hereto)

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.

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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

Roberta Swischuk
HHSC – Facility Maintenance and Construction
909 W. 45th St. Mail Code 2064
Austin, TX 78751
Roberta.swischuk@hhs.texas.gov

A/E Contract Representative

Kevin Rezvanipour, AIC, MAC
ERC Environmental & Construction Services, Inc. (dba: ERC)
2828 Forest Lane, Suite #1147
Dallas, TX 75234
krezvanipour@erc-tx.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

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**Signature Page for Activation No. 4
HHSC Contract No. HHS001033300089**

**Health and Human Services
Commission**

**ERC Environmental & Construction Services,
Inc. (dba: ERC)**

DocuSigned by:
By: Scott Schalchlin
0CB2E17A5C9C45D...

Scott Schalchlin

Deputy Executive Commissioner

Date of Execution: July 28, 2022

DocuSigned by:
By: KOMMY M AZARPOUR
F864DCED8BD64CC...

KOMMY M AZARPOUR

President

Date of Execution: July 28, 2022