



**ACTIVATION NO. 3 UNDER
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300003
(PROJECT NO. 22-009-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**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Terrell State Hospital located at 1200 E. Brin Street, Terrell, Texas 75160. The Base A/E Agreement and this Activation each incorporate all of the terms, conditions, and provisions of the other agreement. In the event of a conflict between the terms of the Base A/E Agreement and this Activation, the Base A/E Agreement will control in accordance with Article 9 of the Base A/E Agreement.

PROJECT SUMMARY: Basic Scope – Building 675

Phased Development and Issue of Repair Drawings:

The A/E shall prepare drawings and issue the following packages:

1. Site Civil and Drainage (updates and repackaging of the 18-023-TSH package, pending construction manager-at-risk (“**CMR**”) input).*
2. Crawlspace Drainage and Slab (for encapsulation of soil).*
3. Structural Repair of Floor System.*

A/E will issue a design development (“DD**”) package for review by HHSC and the CMR. CDs will be issued after coordination with HHSC’s designated representative and the CMR.*

Limited Construction Phase Services:

After design of the repairs is finalized and construction drawings (“**CDs**”) issued, A/E will respond to requests for information, review submittals, and answer other inquiries regarding the design and construction requirements. A/E will observe construction of first work for approval for CMR to proceed with repair work. A/E shall provide ongoing bi-weekly (or monthly) Construction Observation reports, as deemed appropriate for completion of work. AE shall conduct quality control testing of representative samples of the completed initial repairs as a supplemental service, per **Task D** below.

Supplemental Services Scope – Building 675

Task A - Field Testing and Material Sampling:

A/E will conduct testing of materials to characterize specific physical properties of the long-span precast concrete channels. At this time, the following field activities are anticipated as part of this task:

- i. Adhesion testing of representative resins and Carbon Fiber Reinforced Polymer (“**CFRP**”) resin composites to the precast concrete;
- ii. Removal of concrete core specimens to determine strength parameters of the existing precast concrete;
- iii. Testing of bond strength between concrete repair material(s) and existing precast concrete; and
- iv. Adhesion testing of CFRP resin to concrete repair materials applied to precast channels.

Task B - Laboratory Testing:

A/E will develop a protocol to test multiple design variations for CFRP repair of the damaged long-span precast concrete channels at Building 675. The protocol will be used to test one or more repair configurations and to refine and verify the repair design.

The primary objective of the testing program is to assess bond, confinement, and development of the repaired reinforcement system comprised of CFRP wrap and supplemental mild steel. The laboratory work includes:

- i. Construct test specimens that replicate pairs of precast concrete floor plank webs;
- ii. Install representative repairs described on Sheet SA57 “BEAM REPAIR VE2 (CFRP)” of the 5/22/2022 drawings set, modified for the measured concrete, repair mortar, and resin properties;
- iii. Apply loads to the test specimen and measure the response of the repaired mock-up. Test loads will simulate required design loading of the floor system at Building 675; and
- iv. Analyze data and observations obtained during testing and develop a report of findings that includes optimized design parameters.

Task C - Field verification of Existing Conduit and Plumbing:

Two Days of field verification and documentation of existing conduit and plumbing piping to be removed / re-attached in order to complete repairs. Drawings to clarify anticipated piping conflicts, to limit uncertainty about the percent of work that could be slowed by piping/conduit scope.

Task D - Field Test of Repairs:

Testing will be done to verify acceptable performance of the repair as it is constructed and is not a substitute for Owner’s testing, contractor’s quality control, or special inspection that may be required by the Building Code.

CONSTRUCTION COST:

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

FEE:

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

Not-to-Exceed Amount.....\$7,800,000.00

TOTAL ACTIVATION AMOUNT.....\$147,700.00

Basic Services: A fixed fee of.....\$64,500.00
 (\$64,500.00 (fixed fee) / \$7,800,000.00 (construction cost) = .83%*)

**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 Total:..... \$83,200.00
 Task A: Field Testing and Material Sampling
 Sampling and field testing of materials \$10,000.00
 Task B: Laboratory Testing
 Construct mock-up, apply repairs, and test; up to 3 specimens \$58,200.00

Add'l specimen, prepare and test, if required and approved \$6,000.00 each

Task C: Field verification of Existing Conduit and Plumbing for
Construction Document implementation: \$8,000.00
Task D: Field Testing of repairs during Construction: \$7,000.00

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, reimbursement shall be as follows: (i) bid set printing reimbursable unit price: \$0.10/square foot, or (ii) bid set printing reimbursable unit price: \$0.08/double-sided sheet for project manual.

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

Not Needed

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:
(As described in §3.5.7.4 of the Base A/E Agreement)

Is Not Required. Reviewed by HHSC Energy Specialist.

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)

Is Required. The schedule of site visits are as follows:

- A. One Pre-Construction Conference;
- B. Two site visits per month during Construction Phase (includes monthly voucher meeting);
- C. One Substantial Completion site visit ;
- D. One Final Inspection site visit of each building; and
- E. One Warranty Inspection site visit of each building.

REPORTS, DRAWINGS & SPECIFICATIONS:
(As described in §3.4 of the Base A/E Agreement)

Is Required. The list of reports, drawings, and specifications are as follows:

- A. Field Testing and Material Sampling (existing): Report of findings and recommendations;
- B. Laboratory Testing (existing): Report of finding and recommendations
- C. Design Development: 3 Full-Size Sets and Specifications*
- D. Construction Documents: 2 Full-Size Sets,1 Half-Size Set, and 3 Specifications Bid Sets
- E. Construction Reports and Field-Testing reports (CA): Reports (monthly or bi-weekly, as deemed appropriate based on activity)

**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

Field Testing and Sampling.....	14 Calendar Days
Laboratory Testing.....	21 Calendar Days
Design Development.....	21 Calendar Days
Owner/CMR Review.....	7 Calendar Days
100% Construction Documents (CD's).....	21 Calendar Days
Owner Review of 100% CD's.....	15 Calendar Days

particular phase; Owner's review schedule begins on the next business day after the A/E completion of the particular phase to be reviewed)

100% Construction Documents (CD's) Resubmittal.....7 Calendar Days*

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

Construction Phase Services and Testing*

*Construction Phase Services to be completed in coordination with CMR Construction Schedule

PAYMENT SCHEDULE:

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

Basic Services (3 Packages)

Package A: Site Grading and Drainage (re-package) (as needed)

Design Development:	\$3,000.00 (23.9%)
Construction Documents:	\$4,500.00 (35.8%)
<u>Construction Phase:</u>	<u>\$5,065.00 (40.3%)*</u>
	\$12,565.00

Package B: Crawlspace Slab and Drainage

Design Development:	\$9,000.00 (35.8%)
Construction Documents:	\$6,000.00 (23.9%)
<u>Construction Phase:</u>	<u>\$10,130.00 (40.3%)*</u>
	\$25,130.00

Package C: Structural Repair

Design Development:	\$10,000.00 (37.3%)
Construction Documents:	\$6,000.00 (22.4%)
<u>Construction Phase:</u>	<u>\$10,805.00 (40.3%)*</u>
	\$26,805.00

*Construction Phase Services 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) \$1,000.00 (but in no event will the retained amount exceed 4.9% of the payment amount). Pursuant to Section 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.

Supplemental Services: All supplemental services will be paid upon percentage of completion of that service on a monthly basis

**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 designated representative authorized to administer activities including but not limited to, non-legal notices, consents, approvals, requests, or other general communications, that are provided for or permitted under the Base A/E Agreement and this Activation. Communications to the representatives may be given by written or electronic transmission to the address or email below. The designated representative on behalf of their respective Party are as follows:

HHSC Representative

Tanya Berry, AIA, NCARB, CTCM

Project Manager IV

Facility Maintenance and Construction

909 W. 45th Street, Mail Code 2064

Austin, Texas 78751

(512) 954-3831 - Cell

tanya.berry01@hhs.texas.gov

A/E Representative

John B. Turner, CSP, PE

Senior Associate

Wiss, Janney, Elstner Associates, Inc.

9511 North Lake Creek Pkwy

Austin, Texas 78717

(469) 587-0769 - Direct

(214) 862-6615 - Cell

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. 3 under
Architectural/Engineering Agreement No. HHS001033300003
(Project No. 22-009-TSH)**

Each Party represents and warrants that the person executing this Activation on its behalf has full power and authority to enter into this Activation. Any services or work performed by the A/E before this Activation is effective are performed at the sole risk of the A/E.

**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: September 29, 2022

Date of Execution: September 26, 2022