



**ACTIVATION NO. 5 UNDER
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300001
(PROJECT NO. 20-005-ASH)**

This Activation (the “**Activation**”) to the above referenced Architectural/Engineering Agreement (the “**A/E Agreement**” or “**Base A/E Agreement**”) is entered into by the Health and Human Services Commission (“**HHSC**” or “**Owner**”) and ERC Environmental & Construction Services, Inc. (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Austin State Hospital located at 4110 Guadalupe Street, Austin, Texas 78751. 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: Scope of Services for Buildings 631, 633, 637, 638, 643, 781, 782, 784, 785, and 794, and Building Roofs 552, 554, and 555

1. DESIGN & PROJECT MANAGEMENT SERVICES

Basic Service: Design Services and Project Management

The basic fee includes charges for construction documents, project management time through construction phase, and total of six (6) site visits for construction and project development, pre-bid conference, pre-construction meeting and final inspection/contractor’s pay voucher meeting.

Basic Service: Abatement Monitoring Services (Inspection, Air Sampling and Analysis) Abatement Monitoring for Twenty-five (25) days.

Basic Service: Certificates of Completion

As required for each phase of the project and each type of abatement, as required by law.

2. PRE-CONSTRUCTION TESTING SERVICES

Supplemental Service: ACM Survey

Field Investigation & Sampling: Identifying and locating friable and non-friable Asbestos-Containing Materials (“**ACM**”) within subject site and the scope of work which has not been identified in previous survey reports. For additional details, see A/E proposal dated June 6, 2022.

Result Compilation and Report: A/E will produce a separate report for each building of our findings and observations – one (1) printed hard-copy if requested and one (1) electronic copy. If no ACM sources are located, A/E will produce a detailed report documenting the work.

Supplemental Service: Lead Survey - Survey of Lead-based Paint (“LBP”)

Field Investigation for LBP: Identifying and locating LBP within the scope of the proposal. Samples of suspect paint will be collected and analyzed for total lead by flame and atomic absorption. The inspection will be conducted by a State of Texas licensed Lead Inspector and experienced in inspections method for LBP.

Result Compilation & Report: A/E will produce a report of the findings and observations (one original). A/E will produce a detailed report documenting the work. If no LBP sources are located, A/E will produce a detailed report documenting the work.

Supplemental Service: Additional Hazardous Materials Survey
Visual Inspection for Mold, Polychlorinated Biphenyls (“PCB”) and Mercury

Visual Walk Through – A/E will conduct a visual walk through of accessible areas to locate any existing mold growth and identify PCB and mercury throughout subject Buildings.

Result Compilation & Report: A/E will produce a report of the observations, with images of the items tested, maps showing and location of samples tested, and all test results.

3. NOTIFICATION OF THE STATE ON BEHALF OF THE OWNER

Supplemental Service: Notification of the State at each phase of the project, as required by law. Fee Payment to be made by AE and invoiced as a reimbursable expense.

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) /

The Estimated Total Not-to-Exceed.....\$84,000.00*

**This estimated amount is based upon Owner provided reports. If additional testing is required, it may affect the scope of services to be provided.*

TOTAL ACTIVATION AMOUNT.....\$51,356.00

Basic Service: Design and Project Management Services.....\$5,000.00

The basic fee includes charges for construction documents, project management time through construction phase, and total of six (6) site visits for construction and project development, pre-bid conference, pre-construction meeting and final inspection/contractor’s pay voucher meeting.

Subtotal Design fee.....\$5,000.00

Additional Reimbursable.....\$0.00

Basic Service: Abatement Monitoring.....\$24,900.00

Abatement Monitoring Fee Estimate*.....\$18,750.00

**Fee estimate is based on the daily rate of \$750.00 for Twenty-five (25) days.*

Monitoring Reimbursable.....\$6,150.00

Supplemental Service: Pre-Construction Testing Services.....\$20,906.00

ACM Building Material Survey

Plan Review, Field Work / Investigation & Sampling, Laboratory Services, and Report.....\$5,880.00

Lead Building Material Survey

Plan Review, Field Work / Investigation & Sampling, Laboratory Services, and Report.....\$4,740.00

Mold PCB and Mercury Material Survey

Visual Inspection and Report.....\$2,580.00

Reimbursable / State Rate (Not to Exceed).....\$2,706.00

Roofing Survey.....\$5,000.00

Supplemental Service: Notification Fee on behalf of the Owner.....\$550.00

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, A/E shall be reimbursed as follows: Bid set printing maximum reimbursable unit price: \$0.30 / sq. ft.

CONSULTANTS:

(As described in §3.5.2 of the Base A/E Agreement)

Is Not Required.

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:

(As described in §3.2.5.1 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)

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

- A. Three (3) days for survey field work and investigation;
- B. Six (6) visits for Project Management throughout Construction; and
- C. Twenty-five (25) days anticipated for Abatement monitoring.

**Site visits are included in Basic Services and are non-reimbursable):*

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. Pre-Construction Testing Services Investigation and Field Reports;
- B. Drawings and Specifications; and
- C. Monitoring Reports / Certificates of Completion (for each phase).

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

Pre-Construction Testing Services:

Planning and Scheduling.....	3 days
Field Work and Investigation.....	3 days
Laboratory Analysis.....	5 days
Results Review and report.....	4 days
<u>Field report and delivery.....</u>	<u>4 days</u>
	19 days

Design and Project Management Service:

100% Construction Documents and Specifications.....	7 days
Owner Review of 100% CD's.....	2 days
Resubmittal.....	3 days*

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

Project Management / Notifications / Abatement Monitoring (Construction):

Scheduled completion shall be based on Final CMR Construction Schedule and Facility required phasing. Billing shall occur monthly based on % of construction completion.

**PAYMENT
SCHEDULE:**
*(As described in Article 7 of the
Base A/E Agreement)*

Basic Services:
Design Documents..... **\$5,000.00***

**Billed upon final approval / resubmission, if required.*

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:
Survey.....\$20,906.00
Notification fee.....\$550.00
Abatement Monitoring Service.....\$24,900.00

\$51,356.00*

**All supplemental services will be paid upon completion.*

**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
Health and Human Services Commission
Maintenance and Construction Department

