



**ACTIVATION NO. 1 UNDER  
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300022  
(PROJECT NO. 22-008-ASH)**

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 Amtech Solutions, 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 78751-4223. 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:**

Review of existing Structure supporting Cooling Tower at building 782, to verify capacity is sufficient for new Replacement Cooling Tower Equipment.

**Supplemental Services:**

Not Applicable

**CONSTRUCTION  
COST:**

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

The total not-to-exceed amount of \$238,340.00.

**FEE:**

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

**Basic Services:**

A fixed fee amount of \$3,100.00.

\$3,100 (fixed fee) / \$238,340.00 (construction cost) = 1.3%\*

*\*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:**

Not Applicable

**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: \$.30/SF; and
- Bid set printing reimbursable maximum unit price: \$.23 /double-sided sheet for project manual

**CONSULTANTS:**

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

Is Note Required.

**ALTERNATIVE  
ENERGY-  
EFFICIENCY  
EVALUATION:**

Is Not Required

(As described in §3.5.7.4 of the Base A/E Agreement)

**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)

**Required as follows:**

A/E will provide qualified engineering personnel to perform a site visit to perform a visual assessment of the cooling tower, its structural columns, beams and connections to supporting structure to verify the soundness of the structural members. A/E will not conduct any destructive testing or numerical capacity analysis of the beams or columns for the imposed loads as part of this assessment. Imposed wind load analysis on the structure is also not included in this assessment.

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

**Required as follows:**

A summary of our observations:

- Photographs of representative conditions;
- Conclusions regarding significant findings;
- Our recommendations for additional evaluation services and materials testing, if required; and
- General repair recommendations, if needed.

**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)

Summary of observations, including photographs, conclusions, and recommendations:

14 calendar days

Owner Review:

7 calendar days

Resubmittal:

7 calendar days\*

*\*If required to incorporate comments.*

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

**Basic Services:**

Report of observations, photographs, conclusions, and recommendations:.....\$3,100.00\*

*\*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.

**Supplemental Services:**

Not applicable

**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.
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 under this Activation 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**  
Health and Human Services Commission  
Facility Maintenance and Construction  
909 W. 45<sup>th</sup> Street, Mail Code 2064  
Austin, Texas 78751  
Cell: (512) 954-3831  
Email: tanya.berry01@hhs.texas.gov

**A/E Representative**

**Wahid Manawi, PE**  
Vice President of Engineering  
5550 Granite Parkway, Suite 285  
Plano, Texas 75024  
Cell: (972) 567.1511  
Email: wahidmanawi@amtechsls.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.

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.

*Signature Page Follows*

**Signature Page for Activation No. 1  
Architectural/Engineering Agreement No. HHS001033300022**

**Health and Human Services  
Commission**

**Amtech Solutions, Inc.**

DocuSigned by:  
*Scott Schalchlin*  
By: 0CB2E17A5C9C45D... \_\_\_\_\_  
Scott Schalchlin

DocuSigned by:  
*Wahid Manawi*  
By: 2D5C0C2A1B8F4E0... \_\_\_\_\_  
Wahid Manawi

Deputy Executive Commissioner

Dallas General Manager

Date of Execution: November 22, 2022

Date of Execution: November 22, 2022