



**ACTIVATION NO. 2 UNDER
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300017
(PROJECT NO. 18-017-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 Road, Harlingen, Texas 78550. 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:**

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

- Site civil grading, drainage, and paving design
- Opinion of probable construction cost

Supplemental Services:

Not Applicable

CONSTRUCTION COST:

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

TBD

FEE:

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

Basic Services:

A fixed fee amount of \$30,000.00.

Supplemental Services:

A fixed fee amount of \$2,000.00 for a TAS/Registered Accessibility Specialist.

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: \$.16/SF
- Bid set printing reimbursable unit price: \$.49/double-sided sheet for project manual

CONSULTANTS:

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

Required as follows:

Registered Accessibility Specialist

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)

Required as follows:

- One Pre-Construction Conference;
- One site visit during construction;

- One Substantial Completion site visit; and
- Additional visits will be reimbursed at a rate of \$1,500 per visit.

REPORTS, DRAWINGS & SPECIFICATIONS:

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

Required as follows:

Preliminary Design: 3 Full-Size Sets and Specifications
 Bidding Phase: 2 Full-Size Sets, 1 Half-Size Set, and 3 Specifications Bid Sets

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

Preliminary Construction Documents (CD's): 28 calendar days
 Owner Review of CD's: 7 calendar days
 100% Construction Documents (CD's): 28 calendar days

PAYMENT SCHEDULE:

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

Basic Services:

Preliminary Construction Documents: 25%
100% Construction Documents: 35%
Bidding Phase: 5%
*Construction Phase: 32%**
Close out: 3%

**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:

Not applicable

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 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

Astrid Santos
Health and Human Services Commission
Maintenance and Construction Department
909 West 45th Street, Mail Code 2064
Austin, Texas 78751
Phone: (512) 739-5570
Email: astrid.santos@hhs.texas.gov

A/E Representative

Susan Turieta, PE, Managing Director, Civil Engineering Principal
Walter P. Moore and Associates, Inc.
401 South 1st Street, Suite 600
Austin, Texas 78704
Phone: (512) 569-9022
Email: 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.

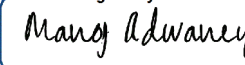
Each Party represents and warrants that the person executing this Activation on its behalf has full power and authority to enter into this Activation. Any services or work performed by the A/E before this Activation is effective are performed at the sole risk of the A/E.

**Health and Human Services
Commission**

Walter P. Moore and Associates, Inc.

DocuSigned by:

By: _____
0CB2E17A5C9C45D...
Scott Schalchlin

DocuSigned by:

By: _____
AE12E16339E64FD...
Manoj Adwaney

Deputy Executive Commissioner

Senior Principal

Date of Execution: November 30, 2022

Date of Execution: November 30, 2022