



**ACTIVATION NO. 2 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300009
(PROJECT NO. 20-037-WCY)**

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 Energy Testing and Balance, Inc. (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for architectural or engineering services at Waco Center for Youth located at 3501 N 19th Street, Waco, Texas, 76708. 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:**

Not Applicable

Supplemental Services:

1. Review of project drawings, specifications, and submittals for Building 505.
2. HVAC testing, adjusting and balancing services for Building 505:
 - 2 direct expansion packaged rooftop units with gas heating
 - 2 supply fans with variable frequency drive
 - 2 outside airflow measuring stations
 - 22 variable air volumes with electric reheat
 - 73 supply diffusers
 - 3 exhaust fans
 - 9 exhaust grilles

CONSTRUCTION COST:

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

Not to Applicable

FEE:

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

Basic Services:

Not Applicable

Supplemental Services:

A fixed fee of \$22,000.00

UNIT PRICE FOR BID SETS:

(As described in §3.4.3 of the Base A/E Agreement)

Not Applicable

CONSULTANTS:

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

Is Not Needed

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 required to provide test and balance services for renovations at

(As generally described in §3.2 of the Base A/E Agreement)

Building 505.

REPORTS, DRAWINGS & SPECIFICATIONS:

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

Provide electronic copies of test and balance reports.

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)

Services for this activation are based on the Construction Manager at Risk's construction schedule. Owner will provide 30 days' advance notice of date for the performance of services.

PAYMENT SCHEDULE:

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

Supplemental and Additional Services will be paid as service is complete and earned.

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 14 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 A/E 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

Martha Ellis, Architect, CTCM
HHS M&C
909 W. 45th St.
Austin, Texas 78751
martha.ellis@hhs.texas.gov

A/E Contract Representative

Sonny S. Vidovic, P.E.

Energy Testing and Balance, Inc.
PO Box 342438
Austin, Texas 78734
sonny@energytesting.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 A/E renders an engineering service in Texas.

The effective date of this Activation is the date when the last signature is affixed hereto.

**Health and Human Services
Commission**

DocuSigned by:
Scott Schalchlin
0CB2E17A5C9C45D...

By: _____

Scott Schalchlin
Deputy Executive Commissioner

Date of Execution: March 29, 2023

Energy Testing and Balance, Inc.

DocuSigned by:
Denise Vidovic
63D5C4A06F004BD...

By: _____

Denise Vidovic
Vice President

Date of Execution: March 28, 2023