



**ACTIVATION NO. 3 FOR  
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300004  
(PROJECT NO. 20-016-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 ACR Engineering, Inc. (“**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 Rd, Harlingen, Texas, 78552. 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:****Supplemental Service:**

A/E will serve as the Owner’s third-party commissioning authority responsible for directing, overseeing, and documenting commissioning tasks associated with upgrades to the building automation system (BAS) being conducted as part of the 20-016-RSC project. A/E shall perform architectural or engineering services under the A/E Agreement.

Buildings receiving BAS upgrades to be commissioned: 500, 501, 502, 503, 504, 505, 506, 507, 508 and 515

**CONSTRUCTION COST:**

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

Not Applicable

**FEE:**

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

**Supplemental Services:**

Document Review and Commissioning Plan	\$15,920.00
Field Observations and Pre-Functional Testing	\$41,480.00
Functional Testing	\$34,680.00
Close-out and Seasonal Verification	<u>\$ 6,600.00</u>

**Total Fee: \$98,680.00**

**UNIT PRICE FOR BID**

Not Applicable

**SETS:**

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

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

One pre-construction conference  
Two visits to observe installation

Five pre-functional testing visits (two buildings per site visit)  
Five functional testing visits (two buildings per site visit)  
One issue resolution site visit  
One warranty inspection site visit

**REPORTS, DRAWINGS & SPECIFICATIONS:**

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

Electronic copies of plans, checklists, logs, and 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 to be provided in accordance with construction schedule

**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**

Astrid Santos  
Texas Health and Human Services  
909 West 45<sup>th</sup> Street  
Austin, Texas 78751

astrid.santos@hhs.texas.gov

**A/E Contract Representative**

Ricardo Troncoso, P.E.  
ACR Engineering, Inc.  
3001 South Lamar Blvd, Suite 210  
Austin, Texas 78704  
rtroncoso@aceng.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.

**Health and Human Services Commission**

**ACR Engineering, Inc.**

DocuSigned by:  
*Scott Schalchlin*  
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DocuSigned by:  
*Ricardo Troncoso*  
66C0EC7730E94F8...

By: \_\_\_\_\_

By: \_\_\_\_\_

Scott Schalchlin

Ricardo Troncoso

Deputy Executive Commissioner

President

Date of Execution: April 14, 2023

Date of Execution: April 14, 2023