



**ACTIVATION NO. 2 FOR  
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300022  
(PROJECT NO. 22-002-TSH)**

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. (“**Amtech**” or “**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for architectural or engineering services at Terrell State Hospital located at 1200 East Brin Street, Terrell, Texas, 75160. 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 Visual Structural Assessment:**

Scope of services will consist of performing a structural assessment of building 725 on the Terrell State Hospital campus and developing a written report summarizing the findings. The individual tasks required for this effort include, but are not necessarily limited to, the following:

***Document Review***

Amtech will review all available design documents and assessments for the building, including design details, shop drawings and plans. Conditions on reviewed drawings will be compared to the as-built conditions documented during the fieldwork. Electronic access to existing drawings will be provided prior to Amtech’s fieldwork.

***Visual Assessment***

Amtech will provide qualified engineering personnel to perform a general visual assessment of the existing concrete floor structure. Due to floor structure clearances and wet conditions of the ground in the crawl space, the below slab assessment will begin with accessible areas near floor openings of mechanical rooms, and branch out to the greatest extent possible; it is recognized that this may not include all areas of the crawl space.

If materials testing is deemed necessary based on the results of the assessment and anticipated repair recommendations, then Amtech will notify the Owner in the initial report.

Hazardous material assessment is not included in the scope of this Activation.

***Current Condition Report***

Amtech will provide a written report of the assessment (“**Current Condition Report**”), including:

- A summary of observations
- Photographs of representative conditions
- Conclusions regarding significant findings
- Recommendations for additional evaluation services and materials testing, if required
- General repair recommendations

**CONSTRUCTION COST:**

Not to Exceed

Unknown at this time

*(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)*

**Supplemental Services:**

A fixed fee of \$8,000.00

Fee is not based on Construction Cost.

**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: \$0.10/sq. ft.  
 Bid set printing reimbursable unit price: \$0.08/double-sided sheet for project manual

**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)*

Site visits will be performed as necessary to provide the assessment and reports outlined in this Activation. This Activation does not include any on-site meetings or construction progress visits.

**REPORTS, DRAWINGS & SPECIFICATIONS:**

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

Current Condition Report:  
 Electronic version of Current Condition Report in PDF format to be provided by e-mail or SharePoint site.  
 Two hard copies of the Current Condition Report to be provided.

Bidding Phase: Not applicable

Any additional hard copy sets will be reimbursed as an additional service per the unit price for bid sets identified above.

**SERVICES SCHEDULE:**

*(As referenced 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)*

Current Condition Report: 21 calendar days  
 Owner Review: 7 calendar days  
 Resubmittal: 7 calendar days\*  
 Hard Copy Distribution: 7 calendar days

*\*If required to incorporate comments prior to hard copy distribution.*

**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**

Tanya Berry, AIA, NCARB, CTCM  
Project Manager IV  
Facility Maintenance and Construction  
909 W. 45<sup>th</sup> St. Mail Code 2064  
Austin, TX. 78751  
Phone: Cell: 512-954-3831  
Email: Tanya.Berry01@hhs.texas.gov

**A/E Contract Representative**

Wahid Manawi, PE, General Manager / Dallas  
Amtech Solutions  
5550 Granite Parkway, Suite 285  
Plano, Texas 75024  
Direct: 972.690.6050  
Office: 972.690.6044 Cell: 972.567.1511  
Email: wahidmanawi@amtechsls.com

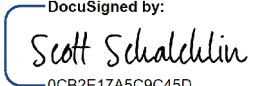
The Texas Board of Professional Engineers, 1917 IH 35 South, Austin, Texas 78741, telephone (512) 440-7723, has jurisdiction to each client for whom the Engineer renders an Engineering service in Texas.

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

***Signature Page Follows***

**Signature Page for Activation No. 2**  
**HHSC Contract No. HHS001033300112**

**Health and Human Services  
Commission**

By:  \_\_\_\_\_  
DocuSigned by:  
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Scott Schalchlin

Deputy Executive Commissioner

Date of Execution: April 20, 2023

**Amtech Solutions, Inc.**

By:  \_\_\_\_\_  
DocuSigned by:  
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Wahid Manawi

Dallas General Manager

Date of Execution: April 20, 2023