



**ACTIVATION NO. 4 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300053
(PROJECT NO. 20-118-MLC)**

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 **Terracon Consultants, Inc.** (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for architectural or engineering services at Mexia State Supported Living Center located at 540 Chapel Dr., Mexia, Texas, 76667-3490. 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:**

N/A

Supplemental Services:

Provide construction material testing services for building 701, which will be a new metal building housing a dining hall and medical clinic. Provided testing services shall be as follows:

1. Structural steel, hydronic piping, include observation and testing of welds, base plate and anchor bolts, connections and sprayed-applied fireproofing/stopping.
2. Concrete related services include observation of reinforcement, embed and concrete placement, concrete testing for strength, slump, air content, weight and temperature.
3. Structural masonry related services include observation of masonry construction and grouting, grout testing, and structural masonry testing.
4. Soils and earthwork related services include evaluation of excavations, fill and backfill analysis, proctor tests, compaction processes observation and testing.

CONSTRUCTION COST:

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

N/A

FEE:

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

Basic Services:

A fixed fee of

N/A

Supplemental Services:Construction Materials Testing and Observation Services Fee: **\$32,140.00****UNIT PRICE FOR BID****SETS:**

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

N/A

CONSULTANTS:

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

Is Not Needed

ALTERNATIVE ENERGY-

Is Not Required

**EFFICIENCY
EVALUATION:**

(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)

Site visits will be scheduled as needed for on site material sampling and testing during construction.

**REPORTS, DRAWINGS &
SPECIFICATIONS:**

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

N/A

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)

Testing will be scheduled as testing is needed during construction.

PAYMENT SCHEDULE:

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

Materials testing and construction observation services will be billed monthly as services are rendered based on actual time and expense during the construction phase for the project.

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, Project Manager
Maintenance and Construction
909 W. 45th Street Mail Code 2064
Austin, Texas 78751
Phone: (512) 375-1135
Email: Martha.Ellis@hhs.texas.gov

A/E Contract Representative

Terracon Consultants, Inc.
Daniel W. Agee, Assistant Project Manager, Construction Services
7732 Central Park Drive
Waco, TX 76712
Phone: (512) 757-2113
Email: dwagee@terracon.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

Terracon Consultants, Inc.

DocuSigned by:
Scott Schalchlin
By: 0CB2E17A5C9C45D...

DocuSigned by:
James Bierschwale
By: 6F08F029D3D0438...

Scott Schalchlin

James Bierschwale

Deputy Executive Commissioner

Vice President

Date of Execution: May 22, 2023

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