



**ACTIVATION NO. 6 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300053
(PROJECT NO. 20-109 DLC)**

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 Denton State Supported Living Center located at 3980 State School Rd., Denton, TX 76210 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 for Supplemental Services:**

A/E shall perform materials testing services for the project. These services include cast in place concrete observations and testing, anchor bolt observations, and structural steel observations and testing.

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

Not to Exceed N/A

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

Supplemental Services:
A fixed fee of \$10,175.00

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-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 on an as needed basis scheduled by CMR in advance to allow A/E to assign staff accordingly, with a max of (5) five visits.

REPORTS, DRAWINGS & SPECIFICATIONS:
(As described in §3.4 of the Base A/E Agreement)

A/E will provide written report for each site visit.

SERVICES SCHEDULE:

Provide written reports with (5) five days of visits. Reports can be distributed electronically.

(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)

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

Supplemental and Additional Services will be paid as service is completed and earned:

Reinforcing Steel Observation and Concrete Testing	\$4,210.00
Structural Steel Observation	\$4,285.00
Project Administration	\$1,680.00

HUB SUBCONTRACTING PLAN:

(As described in §3.5.14 of the Base A/E Agreement and amended hereto)

Is Not 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

Tony Hackney
Director, Construciton Services
Facility Maintenance and Construction
Cell: (512) 806-9043
909 W. 45th St. | Mail Code 2064 | Austin, TX. 78751

A/E Contract Representative

Peter Falletta, PE
Senior Principal
DFW Regional Materials Manager
8901 John W. Carpenter Fwy., #100, Dallas, TX 75247
Phone: D (832) 783-8337 I M (281) 705-2701
Email: pete.falletta@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.

HHSC Contract No. HHS001033300118

Health and Human Services Commission

Terracon Consultants, Inc.,

DocuSigned by:
Scott Schalchlin
By: 0CB2E17A5C9C45D

Scott Schalchlin

Deputy Executive Commissioner

Date of Execution: July 26, 2023

DocuSigned by:
James Bierschwale
By: 6F08F020D3D0438...

James Bierschwale

Vice President

Date of Execution: July 26, 2023