



**ACTIVATION NO. 5 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300015
(PROJECT NO. 23-005-WFH)**

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 the following sites:

Lubbock State Supported Living Center located at 3401 N University Avenue, Lubbock, TX, 79415.

North Texas State Hospital-Wichita Falls located at 6515 Kemp Blvd, Wichita Falls, TX, 76308.

Rio Grande State Center located at 1401 S Rangerville Rd, Harlingen, TX, 78552.

Terrell State Hospital located at 1200 E Brin St, Terrell, TX, 75160.

Amarillo State Hospital – Site to be confirmed.

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

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

FEE: <i>(As described in Articles 6 and 7 of the Base A/E Agreement)</i>	<u>Supplemental Services:</u> Subsurface exploration, laboratory testing, geotechnical reporting for the following locations: Lubbock State Supported Living Center \$12,000.00 NTSH-Wichita Falls \$12,000.00 Rio Grande State Center \$7,500.00 Terrell State Hospital \$16,150.00 Amarillo State Hospital \$12,000.00 Civil Engineering Due Diligence Report for the following locations: Lubbock State Supported Living Center \$11,500.00 Rio Grande State Center \$11,500.00 Terrell State Hospital \$11,500.00 Amarillo State Hospital \$11,500.00 <u>Total Fee</u> \$105,650.00
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**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: \$0.16/SF

Bid set printing reimbursable unit price: \$.49/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
Review by HHSC Energy Specialist

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 drill rig mobilization for each location.

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

Geotechnical Engineering Report for each of the following locations:
Lubbock State Supported Living Center
North Texas State Hospital-Wichita Falls
Rio Grande State Center
Terrell State Hospital
Amarillo State Hospital

Civil Engineering Due Diligence Report for each of the following locations:
Lubbock State Supported Living Center
Rio Grande State Center
Terrell State Hospital
Amarillo State Hospital

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)

Kickoff Call with Client:	5 calendar days
Site Characterization:	25 calendar days
Geotechnical Engineering:	40 calendar days
Owner Review:	15 calendar days

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

Jose R. Zendejas
Health and Human Services Commission
909 W. 45th St Mail Code 2064
Austin, TX 78751
Phone: 682-300-9070
Email: jose.zendejas@hhs.texas.gov

A/E Contract Representative

Jerry T. Sayson, P.E.
Terracon Consultants, Inc.
5847 50th St.
Lubbock, TX 79424
Phone: 806-589-4054
Email: jerry.sayson@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 Consultant, Inc.

DocuSigned by:
Scott Schalchlin
0CB2E17A5C9C45D...

DocuSigned by:
James Bierschwale
8AD5EDD9CB83418...

By: _____

By: _____

Scott Schalchlin

James Bierschwale

Deputy Executive Commissioner

Vice President

Date of Execution: July 19, 2023

Date of Execution: July 19, 2023