



**ACTIVATION NO. 1 FOR  
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300013  
(PROJECT NO. 23-307-FSA)**

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 **Jensen Hughes, Inc.** (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Regions 1 and 2 located at multiple locations as noted below. 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:**

A/E shall perform architectural or engineering services under the A/E Agreement.

Perform up to one site visit to the following campuses in Texas to assess the campus-wide fire alarm system(s):

- Abilene State Supported Living Center (Abilene, TX)
- Big Spring State Hospital (Big Spring, TX)
- El Paso State Center (El Paso, TX)
- El Paso Psychiatric Hospital (El Paso, TX)
- Lubbock State Supported Living Center (Lubbock, TX)
- North Texas State Hospital – Vernon Campus (Vernon, TX)
- North Texas State Hospital – Wichita Falls Campus (Wichita Falls, TX)
- San Angelo State Supported Living Center (Carlsbad, TX)
- Denton State Supported Living Center (Denton, TX)
- Lufkin State Supported Living Center (Pollok, TX)
- Mexia State Supported Living Center (Mexia, TX)
- Rusk State Hospital (Rusk, TX)
- Terrell State Hospital (Terrell, TX)

Work to include:

1. Each site visit is anticipated to take up to two consecutive days on site. The surveys will include visual inspection only, to include the following:
  - Control equipment: Check for any damage of fire alarm (FA) equipment/devices – Fire Alarm Control Panels [FACP], Notification, Appliance Circuit Panels [NAC], Digital Alarm

Communicator Transmitter Panel [DACT], Digital Alarm, Communication Receiver Panel [DACR], and Main Central Station Panel.

- Field devices: Smoke/Heat Detectors, Duct Smoke Detectors, Manual Pull Stations, Notification Appliances, and interfaces to other systems such as fire protection systems and magnetic door release devices. A representative sample of field devices will be surveyed based on availability of spaces and a maximum of two consecutive eight-hour days on site.
- Verify condition and type of a representative sample of FA Cable at FA Equipment/Devices and above-ceiling management of FA Cable along pathways between FA Equipment/Devices.
- Note date of batteries in FA control and field panels.
- Verify Lock-Out tags at electrical panels for FA circuits.
- Verify past modifications of existing fire alarm systems. JH will rely on interviews with facility staff, provided records, and FACP service tags for this information.
- Note the original date of installation for the fire alarm systems from the Certificate of Installation on panels.
- Verify the most recent annual inspection tag on the FACPs.

JH will not operate equipment or perform destructive testing. JH will interview staff maintenance and/or administrative faculty as available and evaluate the existing control equipment (main fire alarm control units) for the campus fire alarm system(s). JH will ask the staff if there are any outstanding issues with the Authorities Having Jurisdiction (AHJ) regarding the existing fire alarm system(s).

2. Review the existing fire alarm system drawings and latest annual fire alarm system testing and maintenance reports (if available), provided by Client.

3. Prepare one fire alarm system assessment report. The report will contain the following information:
  - Make/models/year installed for the existing fire alarm system control equipment in each campus.
  - An evaluation of whether the control equipment and field components is obsolete and/or still supported by the manufacturer.
  - A recommended plan to replace fire alarm system control equipment and field components where necessary as well as rough order of magnitude (ROM) estimates.Up to one revision is included to revise the report, if necessary, based on Client feedback.
4. Provide up to eight (8) hours of miscellaneous consulting to respond to questions regarding the fire alarm systems and/or recommendations.

#### **Additional Services**

Any other work requested by Client outside of the Services specified above shall be considered an “Additional Service” and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

1. Development of existing life safety, fire alarm, fire protection, and/or security drawings.
2. Fire alarm system design, review, consulting, and/or construction administration services.
3. Fire protection system design, review, consulting, and/or construction administration services.
4. Smoke control system (e.g. stair pressurization, elevator pressurization, atrium exhaust) rational analysis, design, review, consulting, and/or construction administration services.
5. Emergency response planning services.
6. Security design or consulting services.
7. Hazardous material consulting services.
8. Meetings and surveys in addition to those specified above including additional days on site due to lack of accessibility.

9. Preparation of alternate methods of design or construction, formal variances, equivalencies, code modifications, and/or attendance at related hearings.
10. Additional consulting services beyond those described in the Scope of Services.
11. Reproduction of design documents.
12. Permitting or related fees.
13. Bid solicitation services.
14. Third party commissioning services or attendance at system acceptance tests.
15. OSHA and/or ADA consulting services.

All services not specifically described in the Proposal are excluded from Consultant’s Scope of Services.

**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 \$117,860.00

**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)*

One site visit per campus

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

The number of contractors and plan rooms bids sets will be reimbursed as an additional service per the unit price for bid sets identified above.

**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)*

Report 60 calendar days\*

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 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**

Roger Brigance  
Health and Human Services Commission  
909 W. 45<sup>th</sup> Street, Mail Code 2064  
Phone: 512-43-2820  
Email: roger.brigance@hhs.texas.gov

**A/E Contract Representative**

Steve McCawley, P.E., Sr. Director, Operations Leader - Southcentral Jensen Hughes, Inc.  
950 W. Bethany Drive, Suite 370  
Allen, Texas 75013  
Phone: 469-443-7200  
Email: smccawley@jensenhughes.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 for Activation No. 1  
HHSC Contract No. HHS001033300121**

**Health and Human Services Commission**

**Jensen Hughes, Inc.**

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

Deputy Executive Commissioner

Date of Execution: July 27, 2023

DocuSigned by:  
*Steve McCawley*  
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By: \_\_\_\_\_  
Steve McCawley

Sr. Director, Operations Leader - Southcentral

Date of Execution: July 27, 2023