



**ACTIVATION NO. 01 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300020
(PROJECT NO. 20-106-BLC)**

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 Raba Kistner, Inc. (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Brenham State Supported Living Center located at 4001 Highway 36 S, Brenham, TX 77833. 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 construction materials observation and testing services under the A/E Agreement and coordinate all services with the Owner’s Construction Manager-At-Risk for the new kitchen. These services include observation and laboratory testing of subgrade, cast-in place concrete testing, and reinforcing and structural steel observation.

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)

Supplemental Services:

A fixed fee of \$32,432.00

UNIT PRICE FOR BID

N/A

SETS:

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

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:

15 site visits/ 3 sample pick ups for Soils (Grading, Structural Fill, Paving Subgrade Prep and Utility Trench Backfill)

11 site visits/ 10 cylinder pickups for Concrete (Reinforcing Steel Observations, Drilled Piers, Footings for sign poles, Beams, Slab on Grade, basement, retaining walls and paving)

4 visits for structural steel weld and bolt observations

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:

(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)

Provide written reports within (3) five days of visits. Reports can be distributed electronically

PAYMENT SCHEDULE:

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

Soils Testing.....	\$15,382.00
Reinforcing Steel Observations & Concrete Testing.....	\$10,000.00
Structural Steel Observations.....	\$2,820.00
Project Administration.....	\$4,230.00

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

Lisa Valdivia Garza
Facility Maintenance and Construction
909 W. 45th St.
Austin, TX 78751
Phone: 512.420.6483
Email: Lisa.valdivia@hhs.texas.gov

A/E Contract Representative

Harry Giannaris
Raba Kistner, Inc.
3602 Westchase
Houston, TX 77042
Phone: 713.996.8990
Email: hgiannaris@rkci.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

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

Deputy Executive Commissioner

Date of Execution: August 21, 2023

Raba Kistner, Inc.

DocuSigned by:
Gabriel Ornelas
By: 0A9E92D64991417...
Gabriel Ornelas

Senior Vice President & COO

Date of Execution: August 21, 2023