



**ACTIVATION NO. 1 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300014
(PROJECT NO. 23-002-KSH)**

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 WSP USA Environment & Infrastructure Inc. (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Kerrville State Hospital located at 721 Thompson Dr., Kerrville, TX 78028. 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 environmental engineering services under the A/E Agreement and coordinate all services with the Owner’s contractor for the boiler replacement project at KSH:

Services for this project as defined in WSP proposal for the following tasks:

1. Project Management/Administration and Health and Safety Plan
2. Specification Review and Modification
3. On-Site Asbestos Abatement Work Observations and Air Sampling
4. Preparation of Asbestos Abatement Close-Out Report

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)

Basic Services:

A fixed fee of

n/a

Supplemental Services:

All services for this work are considered Supplemental Services

Not to Exceed

\$47,566.26

UNIT PRICE FOR BID**SETS:**

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

Provide digital copies for distribution.

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:

Is Not Required

(As described in §3.2.5.1 of the Base A/E Agreement)

SITE VISITS:

(As generally described in §3.2 of the Base A/E Agreement)

One Pre-Construction Conference
Site visits as required to provide abatement monitoring services

REPORTS, DRAWINGS & SPECIFICATIONS:

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

n/a

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)

Specification Review/Mods: 21 calendar days
Air Monitoring/PM: Based on Contractor Schedule
Final Report: 21 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.

Breakdown of costs:

- 1. Project Management/Administration and HASP \$ 5,236.00
- 2. Specification Review and Modification \$ 4,664.00
- 3. On-Site Abatement Observations and Air Sampling \$ 35,554.26
- 4. Asbestos Abatement Close-Out Report \$ 2,112.00

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

Jeanne R Guidry Kuhn, AIA, CTCM, Director III
Facility Maintenance and Construction
909 W. 45th St. | Mail Code 2064 | Austin, TX. 78751
Phone: (512) 423-4187
Email: Jeanne.Kuhn@hhs.texas.gov

A/E Contract Representative


Kimberly High, PG, PMP, Senior Vice President
WSP USA Environment & Infrastructure Inc.
3636 Executive Center Drive Suite 100
Austin, Texas 78731
Phone: 512-801-0705
Email: kimberly.high@wsp.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

WSP USA Environment & Infrastructure Inc.

DocuSigned by:

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DocuSigned by:

C22FFD5E65DE457...

By: _____

By: _____

Scott Schalchlin

Kimberly High

Deputy Executive Commissioner

Senior Vice President

Date of Execution: October 30, 2023

Date of Execution: October 28, 2023