



**ACTIVATION NO. 1 FOR  
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300075  
(PROJECT NO. 24-113-RLC)**

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 **DBR Engineering Consultants, Inc.** (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Richmond SSLC located at 2100 Preston, Richmond, TX 77469. 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 engineering services under the A/E Agreement for the design of the replacement of multi-zone air handling units in each of seven buildings; Buildings 510 518, 519, 520, 521, 522, 523. The project shall also include the replacement of multiple zone heating coils, control valves and damper actuators, piping and ductwork in the mechanical rooms, outside air dampers, and variable frequency drives.

**CONSTRUCTION COST:**

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

Not to Exceed

\$1,800,000.00

**FEE:**

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

**Basic Services:**

A fixed fee of

\$136,800.00

(\$136,800.00.00 (fixed fee)/\$1,800,000.00 (construction cost) = 7.6%\*)

*\*This percentage will be applied to all future contract sum changes for A/E increased compensation only when the A/E has provided additional services and/or there has been an addition to the A/E's scope of work directly related to the additional construction cost per the applicable Base A/E Agreement and Health and Human Services Commission's Architectural/Engineering Guidelines. There will be no change to A/E compensation if there are no A/E additional services or increase in A/E scope directly related to additional construction cost.*

**Supplemental Services:**

N/A

**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: \$0.50/SF

Bid set printing reimbursable unit price: \$0.10/double-sided sheet for project manual

**CONSULTANTS:**

*(As described in §3.5.3 of the Base A/E Agreement)*

Is Not Needed

**ALTERNATIVE ENERGY-**

Is Not Required

**EFFICIENCY EVALUATION:**

*(As described in §3.5.7.4 of the Base A/E Agreement)*

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 Pre-Construction Conference  
 Two site visits per month during Construction Phase (includes monthly voucher meeting)  
 One Substantial Completion site visit for each building (may be combined)  
 One Final Inspection site visit of each building – if Needed  
 One Warranty Inspection site visit of each building  
 Site Visits reimbursed at \$1000.00 per trip

**REPORTS, DRAWINGS & SPECIFICATIONS:**

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

Schematic Design: 3 Full-Size Sets and Specifications\*  
 Design Development: 3 Full-Size Sets and Specifications\*

*\*As each building is being completed for the various stages of review and Construction Documents Phases.*

Bidding Phase: 2 Full-Size Sets, 1 Half-Size Set, and 3 Specifications Bid Sets

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 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)*

Design Development: 45 calendar days  
 Owner Review: 15 calendar days  
 100% Construction Documents (CD’s): 60 calendar days  
 Owner Review of 100% CD’s: 15 calendar days  
 100% Construction Documents (CD’s)  
 Resubmittal: 14 calendar days\*

*\*If required to incorporate 100% CD comments prior to Bidding.*

**PAYMENT SCHEDULE:**

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

Design Development: 15%  
 100% Construction Documents: 40%  
 Bidding Phase: 5%  
 Construction Phase: 40%\*

*\*To be paid monthly based on percentage of completion of construction contract.*

For any payment made under the schedule above, Owner shall withhold the greater of (a) 3% of such payment or (b) \$1000 (but in no event will the retained amount exceed 4.9% of the payment amount). Pursuant to §7.5 of the Base A//E Agreement, the entire retainage will be withheld until all required closeout documents are received and approved by the Owner.

Supplemental and Additional Services will be paid as service is complete and earned.

**HUB SUBCONTRACTING PLAN:** Is Required

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

**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  
HHSC Maintenance & Construction Dept.  
909 W 45<sup>th</sup> St, B633  
Austin TX 78751  
Phone: 512-803-9046  
Email: Tony.hackney@hhs.texas.gov

**A/E Contract Representative**

Brian Ullrich, P.E., CEO  
DBR Engineering Consultants, Inc.  
9601 McAllister Fwy., Suite 410  
San Antonio, TX 78216  
Phone: 210-546-0200  
Email: buhlich@dbrinc.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. And/or The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000 has jurisdiction to each client for whom the Architects renders an Architectural service in Texas.

The effective date of this Activation is the date when the last signature is affixed hereto.

***Signature Page Follows***

**Signature Page for Activation No. 1  
HHSC Contract No. HHS001033300143**

**Health and Human Services Commission**

**DBR Engineering Consultants, Inc.**

By: DocuSigned by:  
*Scott Schalchlin*  
0CB2E17A5C9C45D... \_\_\_\_\_

By: DocuSigned by:  
*Brian Uhrich*  
2C0073995EED4DC... \_\_\_\_\_

Scott Schalchlin

Brian Uhrich

Deputy Executive Commissioner

CEO

Date of Execution: January 22, 2024

Date of Execution: January 19, 2024