



**ACTIVATION NO. 1 FOR  
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300051  
(PROJECT NO. 24-009-ASH)**

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 Perkins Eastman Architects, PLLC, (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Austin State Hospital located at 4110 Guadalupe St, Austin, TX 78751-4223. 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 to provide the design for the replacement of portions of existing fence at building 637. This will include demolition of existing fence and construction of new ones.

A/E to provide professional services for the add alternative scope of two new ADA compliant sally ports at the East Exits from the building. The detailed project scope is set forth in attached Exhibit A.

**Basic Services include:**

- a. Preliminary site visit and survey of the existing fence and East Exits condition
- b. Designs of new fence and sally ports
- c. Construction Documents including drawings and specifications that show in detail the quality levels and performance criteria of materials, systems and components for new fence and sally port construction.
- d. Construction Administration including observation of the Work progress, response to RFI’s, review of submittals, review of payment applications.
- e. Project Meetings—participation in up to (4) project meetings

**CONSTRUCTION COST:**

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

Not to Exceed \$355,000.00

**FEE:**

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

**Basic Services:**

A fixed fee of \$21,400.00

(\$21,400.00 (fixed fee)/ \$355,000.00 (construction cost) = 6.0%\*)

*\*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:**

Site Investigation and Civil Survey \$7,000.00

**Total fee:** **\$28,400.00**

**UNIT PRICE FOR BID SETS:**

Provide digital copies for distribution. If printed copies are requested, they shall be reimbursed as follows:

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

Bid set printing reimbursable unit price: \$.10 /SF  
 Bid set printing reimbursable unit price: \$.08/double-sided sheet for project manual

**CONSULTANTS:**

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

Civil Consultant

**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 Pre-Construction Conference  
 Two site visits per month during Construction Phase (includes monthly voucher meeting)  
 One Substantial Completion site visit for each building  
 One Final Inspection site visit of each building  
 One Warranty Inspection site visit of each building

**REPORTS, DRAWINGS & SPECIFICATIONS:**

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

Schematic Design/Design Development: 2 Full-Size Sets and Specifications\*  
 Bidding Phase: 2 Full-Size Sets, 1 Half-Size Set, and 3 Specifications Bid Sets

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

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)*

Site Survey / Investigation: 7 calendar days  
 Schematic Design / Design Development: 14 calendar days  
 Owner Review: 3 calendar days  
 100% Construction Documents (CD's): 14 calendar days  
 Owner Review of 100% CD's: 7 calendar days  
 Resubmittal: 7 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)*

**Basic Services:**

Schematic Design/Design Development:	15%	\$3,210.00
100% Construction Documents:	40%	\$8,560.00
Bidding Phase:	5%	\$1,070.00
Construction Phase:	40%	\$8,560.00*

*\*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 Services:**

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

Site Investigation:	\$1,000.00
Site Survey (Civil)	\$6,000.00

**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**

Carlos Ayala  
 Project Manager IV  
 Facility Maintenance and Construction  
 909 W. 45<sup>th</sup> St. | Mail Code 2064  
 Austin, TX. 78751  
 Phone: (512) 954-3831  
 Email: Carlos.Ayala@hhs.texas.gov

**A/E Contract Representative**

Hilary Kinder Bertsch, Principal, Executive Director  
 Perkins Eastman Architects, PLLC  
 98 San Jacinto Boulevard, 4th Floor  
 Austin, TX 78701  
 Phone: 512 200-7332  
 Email: h.bertsch@perkinseastman.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.

**Health and Human Services Commission**

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

Scott Schalchlin

Deputy Executive Commissioner

Date of Execution: March 11, 2024

**Perkins Eastman Architects, PLLC**

DocuSigned by:  
*Hilary Kinder Bertsch*  
AD5AAFAEB77843A...

By: \_\_\_\_\_

Hilary Kinder Bertsch

Principal

Date of Execution: March 11, 2024