



**ACTIVATION NO. 02 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300075
(PROJECT NO. 20-124-SGL)**

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 San Angelo State Supported Living Center located at 11640 N. US Hwy 87, Carlsbad, TX 76934. 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 a hot water loop assessment of the existing domestic hot water distribution systems for the following nine buildings: 501, 502, 504, 505, 508, 509, 510, 511, and 516. Report shall include recommendations for improvements to address the rate of hot water delivery to fixtures as well as requirements of current building codes, energy code, and Texas Administrative Code.

CONSTRUCTION COST:

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

Not to Exceed \$560,000.00

FEE:

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

Supplemental Services:

Fixed Fee of \$17,720.00

UNIT PRICE FOR BID

Provide digital copies for distribution.

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)

One (1) Site Visit to conduct assessment

Additional Site Visits will have an additional cost of \$1,000 per visit, to be approved by Owner prior to any additional trips

REPORTS, DRAWINGS & SPECIFICATIONS:

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

One (1) digital file for distribution

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)

Facility Assessment & Preliminary Report: 30 calendar days
Owner Review: 15 calendar days
Delivery of Final Report: 15 calendar days

PAYMENT SCHEDULE:

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

Site Investigation: \$16,220.00
Final Report: \$1,500.00

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
HHSC Maintenance and Construction Dept.
909 W 45th St. B633
Austin, TX 78751
Phone: 512-420-6483

Email: lisa.valdivia@hhs.texas.gov

A/E Contract Representative

Brian Uhlrich
DBR Engineering Consultants, Inc.
9601 McAllister Freeway, Suite 410
San Antonio, TX 78216
Phone: 210.546.0200
Email: bulrich@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.

Health and Human Services Commission

DBR Engineering Consultants, Inc

DocuSigned by:
Scott Schalchlin
OCB2E17A5C9C45D...

DocuSigned by:
Brian Uhlrich
2C0073995EED4DC...

By: _____

By: _____

Scott Schalchlin

Brian Uhlrich

Deputy Executive Commissioner

CEO

Date of Execution: April 18, 2024

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