

ACTIVATION FOR SPECIFIC DESIGNATED PROJECT

March 12, 2018

Re: Project No. 18-120-LFL
Bathroom Renovations
Lufkin State Supported Living Center
Texas Health & Human Services Commission

Activation No. #1
Architectural/Engineering Agreement
Agreement No. Enter #18-901-012
Region(s): 1,2,3,4

The State of Texas acting through the Texas Health and Human Services Commission as an agent for the Owner Agency is herein called the Owner.

The following terms are hereby agreed to by the OWNER and HUITT-ZOLLARS, INC. for the referenced project, under the terms of the referenced Architectural/Engineering Agreement for Architectural Services at the Lufkin State Supported Living Center. HUITT-ZOLLARS, INC. may be referred to herein variously as either “Contractor”, “Vendor”, or “Engineer”.

PROJECT SUMMARY: Toilet and Bathing Facilities Renovations for Buildings 557, 559, 561, and 563.

CONSTRUCTION COST: Not to Exceed \$1,618,050.00
(Re: 3.1 of the Agreement)

FEE: Basic Services:
(Re: 4.1 of the Agreement)
A fixed fee of \$161,000
(\$1,618,050.00 (construction cost) / \$161,800.00 (fixed fee) = 10%)

This percentage (10%) will be applied to all future contract sum changes per the applicable A/E Agreement and Guidelines.

UNIT PRICE FOR BID SETS: Provide digital copies for distribution. If printed copies are requested, they shall be reimbursed as follows :
(Re: 1.9.3 of the Agreement)
Bid set printing reimbursable unit price: \$0.16 per square ft., \$0.069/double-sided sheet for project manual

SPECIAL CONSULTANTS: Is Not Required
(Re: 1.10.2.1 of the Agreement)

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION: Is Not Required
(Re: 1.10.5.4 of the Agreement)

PARTNERING: Is Not Required
(Re: 1.8.1 of the Agreement)

SITE VISITS: One (1) Pre-Construction Conference
(Re: 1.8 of the Agreement) One (1) per month during Construction Phase (includes monthly voucher meeting)

One (1) Substantial Completion toilet and bathing facility
 One (1) Final Inspection of each toilet and bathing facility
 One (1) Warranty Inspection of all four of the toilet and bathing facilities combined.

REPORTS, DRAWINGS & SPECIFICATIONS:
 (Re: 1.9.3 of the Agreement)

Bid sets are to be provided electronically unless specifically requested by Contractor. If bid sets are printed, they will be reimbursed as follows:

Basic Services:

Three (3) full-size sets and specifications for Schematic Design, Design Development, and Construction Documents Phases. Two (2) full-size sets and one (1) half-size set and three (3) specifications bid sets.

Supplemental Services

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:
 (Re: 1.10.4 of the Agreement)

Schematic Design:	70 calendar days
Owner Review:	7 calendar days
Design Development:	28 calendar days
Owner Review:	7 calendar days
50% Construction Documents:	25 calendar days
Owner Review:	7 calendar days
100% Construction Documents:	25 calendar days
100% Construction Documents Resubmittal: (if required to incorporate 100% CD comments prior to Bidding)	7 calendar days

PAYMENT SCHEDULE:
 (Re: 5.1 of the Agreement)

Schematic Design:	5% (5% of total Fee)
Design Development:	15% (20% of total Fee less amount paid for Schematic Design)
50% Construction Documents:	20% (40% of total Fee less amount paid for Schematic Design and Design Development)
100% Construction Documents:	20% (60% of total Fee less amount paid for Schematic Design, Design Development and 50% Construction Documents)
Bidding Phase:	5% (65% of total Fee less amount paid for Schematic Design, Design Development and 100% Construction Documents)
Construction Phase: *	35% (100% of total Fee less amount paid for Schematic Design, Design Development, Construction Documents and Bidding Phases). The greater of 3% of the total fee or \$1,000.00, will be withheld as retainage for Closeout Documents.

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

HUB SUBCONTRACTING PLAN: Is Required
 (Re: 1.10.10 of the Agreement)

Please answer the following questions, whether a HSP is required or not required:

- 1) Are you a HUB/Minority business?
 Yes _____ No X
- 2) If you are a HUB Vendor certified with the Texas Comptroller of Public Accounts (CPA), please provide your HUB certification number: Certification No. _____
- 3) If an award is issued, do you plan to utilize a Subcontractor for all or any portion of the contract?
 Yes X No _____

The following is applicable if a HUB Subcontracting Plan is required:

HUB Subcontracting Opportunities: Class and item codes identified for probable subcontracting opportunities under this contract include, but may not be limited to:

CLASS#	ITEM#
966 (Printing & Typesetting Services)	18 (Copying Services – Reproduction)
906 (Architectural Services, Professional)	
925 (Engineering Services, Professional)	

Therefore, indicate whether the Vendor will subcontract any portion of the contract, or the Vendor will accomplish the entire contract scope without subcontracting, by checking the appropriate box below:



- Subcontracting a portion of the contract (Complete and attach the prescribed HUB Subcontracting Plan form along with all supporting documentation including but not limited to phone logs, fax transmittals, electronic mail, etc. to document the Good Faith Effort made.)
- Self-Fulfilling; fulfilling entire contract scope of work with own equipment, supplies, materials and/or employees, without subcontracting. (Complete and attach the prescribed HUB Subcontracting Plan, Sections 2, 3 and 4.)

The **HUB Good Faith Effort Compliance Checklist** is provided to assist the Vendor in preparing the HUB Subcontracting Plan and is not required to be submitted with the proposal.

Expenditure of funds by the Owner, for this project, is contingent upon receipt of funds as authorized by current and/or past appropriation legislation. Funding for payment of fees for additional planning and/or for construction administration is contingent upon the availability of additional funds. No work will be authorized for construction administration until such times as funds are available. Owner may cancel any phase of this authorization without penalty to the Owner if additional funds are not made available to the Owner for purposes of completing the project. Payments will be made in proportion to the services performed in accordance with the percentages prescribed in the Payment Schedule at the completion and acceptance of each phase of work.

DISPUTE RESOLUTION:

- (1) The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the Owner and the Contractor to attempt to resolve any claim for breach made by the Contractor:
 - (A) A Contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course

of business shall be submitted to the negotiation process provided for in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Contractor shall submit written notice, as required by subchapter B, to OWNER, to the attention of the Facility Maintenance and Construction Director. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Owner and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

- (B) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Owner if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- (C) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Owner nor any other conduct of any representative of the Owner relating to the contract shall be considered a waiver of sovereign immunity to suit.

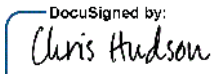
(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

The Texas Board of Architectural Examiners has jurisdiction to each client for whom the Architect renders an architectural service in Texas. The Board's address and telephone number are as follows:

Texas Board of Architectural Examiners
333 Guadalupe, Suite 2-350
Austin, Texas 78701
512/305-9000

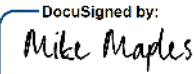
The effective date of this Activation is the date when the last signature is affixed hereto.

ARCHITECT:
HUITT-ZOLLARS, INC.

By 	April 26, 2018	17515001786
C2F5D9C8E105435... Joseph F. Nilles	Date	Tax I.D. No. (To be furnished in addition to W-9)

Huitt-Zollars, Inc.
1001 Fannin Street
Suite 4040
Houston, TX 78751
Phone: 713/622-1180
Email jnilles@huitt-zollars.com

OWNER:
TEXAS HEALTH AND HUMAN SERVICES COMMISSION

By 	April 27, 2018	Mike Maples
E8BB9F5CB3B048F... HHSC authorized signatory	Date	Deputy executive commissioner