



**HHS000086700152 ACTIVATION No. 3 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS000086700134 (PROJECT NO. 20-105-AUL)**

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 Huitt-Zollars, Inc. (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Austin State Supported Living Center located at 2203 West 35th Street, Austin, Texas, 78703. The terms in this Activation are subject to, and incorporated into, the terms of the above referenced Base A/E 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 7 of the Base A/E Agreement.

PROJECT SUMMARY:

Basic Scope:

The A/E shall assist HHSC in the selection of an appropriate Construction Manager at Risk and shall coordinate with the selected Construction Manager at Risk all design and construction work to conform to HHSC requirements and budgets.

Sub-Scope 1: Fire Alarm Systems: Full survey and assessment of existing campus and buildings fire alarm systems to determine system deficiencies, needs, and recommendations for replacement. From this survey develop documents for the replacement of the Fire Alarm System.

Sub-Scope 2: Generators at Buildings 782 & 783 and Overhead Electrical Distribution: Create documentation for the installation of electrical generators at buildings 782 & 783, and documentation for the replacement of identified main campus electrical distribution equipment and components.

Sub-Scope 3: Renovations:

- Building renovations to buildings 783 and 796 for ADA compliance, interior design upgrades, mechanical systems, plumbing, and electrical system upgrades.
- Duct cleaning in buildings 729, 782, 786, 787, 788, 789, 791, 792, 793, 794, 795, & 797 to include evaluation of existing HVAC duct systems and identification of conditions and documents to replace and/or clean these systems.
- Building 519 Kitchen, Generator, and Roofing: Full survey and assessment of; existing kitchen, kitchen equipment, and kitchen operations; generator serving Building 519; and roof of Building 519. The survey shall be used to determine the extent of recommended kitchen renovations and generator requirements. The survey shall be used to develop documentation for the replacement or repair of the roof of Building 519.
- Aqua Dome Building 743: Create documentation for the replacement of failing piping to the Therapy pool.
- Front Campus Gate, Fencing, and Signage: Create designs and documentation for a new entry security control booth with security fencing, gating, and necessary utilities; and a campus LED type lighted notification sign adjacent to the existing main entrance.

CONSTRUCTION COST:

(As described and defined in Article 3 of the Base A/E Agreement)

Not to Exceed \$4,766,235.00

FEE:

(As described in Articles 4 and 5 of the Base A/E Agreement)

Basic Services:

A fixed fee of \$573,350.00

$(573,350.00 \text{ (fixed fee)} / 4,766,235.00 \text{ (construction cost)}) = 12.03\%*$

**This percentage will be applied to all future contract sum changes per the applicable Base A/E Agreement and Health and Human Service Commission's Architectural/Engineering Guidelines.*

Supplemental Services:

TDLR application & inspection fees: \$5,600.00

To be paid as costs are incurred

Study/Evaluation: Fire Alarm \$22,085.00

Study/Evaluation: HVAC Ducts \$13,025.00

Study/Evaluation: Kitchen/Roof/Generator \$55,450.00

Studies to be paid upon completion

TOTAL FEE \$669,510.00

UNIT PRICE FOR BID SETS:

(As described in §1.4.3 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: \$.16/SF

Bid set printing reimbursable unit price: \$.069/double-sided sheet for project manual

SPECIAL CONSULTANTS:

(As described in §1.5.3 of the Base A/E Agreement)

Is Needed

Kitchen Consultant

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:

(As described in §1.5.7.4 of the Base A/E Agreement)

Review by HHSC Energy Specialist

PARTNERING:

(As described in §1.2.5.1 of the Base A/E Agreement)

Is Not Required

SITE VISITS:

(As generally described in §1.2 of the Base A/E Agreement)

One Pre-Construction Conference per Sub-Scope

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 §1.4 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 §1.5.5 of the Base A/E Agreement)

Study/Evaluations	86 calendar days+
Schematic Design:	21 calendar days
Design Development:	21 calendar days
50% Construction Documents:	28 calendar days
100% Construction Documents:	28 calendar days
Owner Review of each Phase:	7 calendar days
100% Construction Documents Resubmittal:	7 calendar days*

+All Studies/Evaluations to run concurrently

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

PAYMENT SCHEDULE:

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

Schematic Design:	10%
Design Development:	15%
50% Construction Documents:	17%
100% Construction Documents:	18%
Bidding Phase:	5%
Construction Phase:	35 %*

**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 §5.5 of the Base A/E Agreement, the entire retainage will be withheld until all required closeout documents are received and approved by the Owner.

HUB SUBCONTRACTING PLAN:

(As described in §1.5.14 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 11 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 Chapter 2260 of the Texas Government 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 Project Architect arising from this Activation or this Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless which one is deemed the prevailing party.

The Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.

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.

Signature Page for HHSC Contract No. HHS000086700134

**Health and Human Services
Commission**

DocuSigned by:
By Mike Maples
Mi E8BB9F5CB3B048F...
Deputy Executive Commissioner
Health and Specialty Care Systems

Date of Execution: July 20, 2020

Huitt-Zollars Inc.

DocuSigned by:
By Chris Hudson
Na C2F5D9C8E105435...
Title: Senior Vice President
chudson@huitt-zollars.com
(o) 713-850-6505
(c) 713-320-4702

Date of Execution: July 17, 2020