



HHS000086700155 ACTIVATION No. 2 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS000086700134
(PROJECT NO. 20-118-MLC)

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 Mexia State Supported Living Center located at 540 Chapel Dr., Mexia, TX 76667. 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

A/E shall perform architectural or engineering services under the A/E Agreement and coordinate all services with the Owner’s Construction Manager-At-Risk for the following project:

Utility Site and Water Tank Upgrades

- A/E team will provide documentation to repair existing potable water storage tank 357, new inline waste water grinder near 758 and provide electrical connections and attain temporary potable water supply while work repair is undertaken.

Building Foundation Repair: Shamrock Unit’s

- Study the structural condition of the Shamrock Unit Buildings (Building 702, 703, 704, 705 & 706) and determine the extent of the repairs required. A study will be developed for buildings 702 – 706 to determine deficiencies/failures and repair recommendations. A/E team will complete study to include a cost estimate for necessary repairs and include a recommendation.
- Preparation and documentation for the structural and finish repairs of floors & walls at Building 701 (Dining Hall).

Building Renovations – Multiple Buildings

- Renovation of Building 762
 - Repair and Replacement of Central Kitchen Tile Floor with new tile floor and base.
- Renovation of Building 559
 - Includes replacement of existing gym flooring. Design team to make a recommendation on flooring replacement.
 - Renovate chilled water and steam system piping
- Whiterock Unit’s - 771,772,773,774,775,776
 - Replace windows with security windows, (like those recently installed at other units – cuts sheets were provided to design team for comparison) provide custom perforated screen on the exterior of

window to prohibit windows from projectiles. (It is understood that these windows are standard residential sized.)

- Martin Unit – 740
 - Replace windows with security windows, (similar to those recently installed) provide custom perforated screen on the exterior of window to prohibit windows from projectiles. (It is understood that windows are required to be custom due to size.)

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

Not to Exceed \$5,228,000.00

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

Basic Services:
 A fixed fee of \$406,000.00

Supplemental Services:
TAS/RAS Fees and Services \$5,200.00

TOTAL FEE: \$411,200.00

\$411,200.00(fixed fee)/\$5,228,000.00 (construction cost)
 =7.8%*

**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.*

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: To Be Agreed upon by the Parties
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SPECIAL CONSULTANTS:
 (As described in §1.5.3 of the Base A/E Agreement)

Registered Accessibility Specialist

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:
 (As described in §1.5.7.4 of the Base A/E Agreement)

Review Is Not Needed 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)

Conduct Pre-construction Meeting (one meeting to address all projects)
 Construction administration services will include attending pre-construction meeting, 2 visits per month, construction progress

meetings and field observation reports, review of required submittals and pay applications.

Project close-out assistance will be provided to document required warranties, operational manuals, etc., when provided by the contractor and delivered to ASH.

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
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)

Site investigation/plan review & CM selection	28 days
Schem Des/Des Development	28 days
50% Construction Document package	56 days
100% Construction Document package	56 days
Owner review each Phase	7 days

PAYMENT SCHEDULE:

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

Schem Des/Des Development	15%
50% Construction Documents	20%
100% Construction Documents	30%
Construction Administration*	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 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 _____
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Mike Maples
Deputy executive commissioner

Huitt-Zollars, Inc.

DocuSigned by:
By: Joel Colwell _____
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Joel Colwell
VP Healthcare Sector

Date of Execution: July 17, 2020

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