



TEXAS
Health and Human
Services

**HHS000086700178 ACTIVATION No. 3 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS000086700062 (PROJECT NO. 20-119-RLC)**

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 Curry Boudreaux Architects, Inc. (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Richmond State Supported Living Center located at 2100 Preston Street, Richmond, TX 77469. 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

This project includes the replacement of all the existing covered walkway metal roofing system that runs over much of the Richmond campus as well as the replacing the existing deteriorated/cracked sidewalks that are directly located below the covered walkways. The A/E will need to provide a site survey of this area and produce Construction documents.

CONSTRUCTION COST:

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

Not to Exceed \$2,407,348.00

FEE:

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

Basic Services:

A fixed fee of \$180,000

180,000 (fixed fee)/2,407,348 (construction cost) = 7.5%*

This includes Texas Accessibility review and inspection fees.

**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:

Not Required

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:

Construction Documents to be issued electronically, 3 printed sets to be provided to the Owner per each phase

Bid set printing reimbursable unit price: To be agreed upon by the Parties

Bid set printing reimbursable unit price: To be agreed upon by the Parties/double-sided sheet for project manual

SPECIAL CONSULTANTS:

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

Not Required

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:

Not Required

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

PARTNERING:

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

Not Required

SITE VISITS:

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

One Pre-Construction Conference
Two site visits per month during Construction Phase (includes monthly pay app meeting)
One Substantial Completion site visit
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 bid 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)

Schematic Design/Design Development: 45 calendar days
50% Construction Documents: 42 calendar days
100% Construction Documents: 42 calendar days
Owner Review of each Phase: 10 calendar days
100% Construction Documents Resubmittal: 14 calendar days*

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

PAYMENT SCHEDULE:

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

Schem Des/ Des Develop: 15%
50% Construction Documents: 15%
100% Construction Documents: 30%
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 effective date of this Activation is the date when the last signature is affixed hereto.

**Signature Page for Activation No. 3
HHSC Contract No. HHS000086700062**

**Health and Human Services
Commission**

Curry Boudreaux Architects, Inc.

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

DocuSigned by:
 By: Herman Coronado
 Hern FB5C706B76D34A7...
 Principal
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 Email: hermanc@cbarch.com

Date of Execution: August 17, 2020

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