



**ACTIVATION NO. 1 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300068
(PROJECT NO. 23-104-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 VICKREY & ASSOCIATES, INC., each a “**Party**” and collectively the “**Parties,**” for Architectural or Engineering Services at Austin State Supported Living Center located at 2203 W. 35th St. Austin, Texas 78703 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 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:

Improve drainage at buildings 508, 510, 593, 728, 732, 779 and 795 at the Austin State Supported Living Center located at 2203 W. 35th Street in Austin, Texas.

Area 1 = bldg. 795; Area 2 = bldgs. 779, 728, 732; Area 3 = bldgs. 510, 508;

Area 4 = bldg. 593

**CONSTRUCTION
COST:**

Not to Exceed

\$TBD

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

FEE:

Total for Basic, Supplemental and Additional Services:....\$97,294.00

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

Basic Services:

A fixed fee of.....\$94,794.00

(fixed fee)/TBD (Estimated construction cost) = 10%*

**This percentage will be applied to all future contract sum changes for A/E increased compensation only when the A/E has provided additional services and/or there has been an addition to the A/E’s scope of work directly related to the additional construction cost per the applicable Base A/E Agreement and Health and Human Services Commission’s Architectural/Engineering Guidelines. There will be no change to A/E compensation if there are no A/E additional services or increase in A/E scope directly related to additional construction cost.*

Supplemental and Additional Services:

THC Notification:.....\$ 2,500.00

**UNIT PRICE FOR
BID SETS:**

Provide digital copies for distribution. If printed copies are requested, they shall be reimbursed as follows:

(As described in §3.4.3 of the Base A/E Agreement)

Bid set printing reimbursable unit price: \$100.00/

Bid set printing reimbursable unit price: \$100.00/double-sided sheet for project manual

**SPECIAL
CONSULTANTS:**

Is not required.

(As described in §3.5.3 of the Base A/E Agreement)

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:

Is not required.

(As described in §3.5.7.4 of the Base A/E Agreement)

PARTNERING:

Is not required.

(As described in §3.2.5.1 of the Base A/E Agreement)

SITE VISITS:

Is required as follows:

(As generally described in §3.2 of the Base A/E Agreement)

- One Pre-Construction Conference
- Two site visits per month during Construction Phase (includes monthly voucher meeting)
- One Substantial Completion site visit for each area
- One Final Inspection site visit of each area
- One Warranty Inspection site visit of each area

REPORTS, DRAWINGS & SPECIFICATIONS:

Is required as follows:

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

Schematic Design: 2 Full-Size Sets and Specifications*

**As each building is being completed for the various stages of review and Construction Documents Phases.*

Bidding Phase: 1 Full-Size Set, 1 Half-Size Set, and 2 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

Schematic Design:	45 calendar days
Owner Review:	15 calendar days
100% Construction Documents (CDs):	60 calendar days
Owner Review of 100% CDs:	15 calendar days
100% Construction Documents (CDs)	
Resubmittal:	30 calendar days*

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

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)

PAYMENT

Basic Services:

SCHEDULE:

Schematic Design:.....	10.3%.....	\$ 9,729.40
100% Construction Documents:.....	39.4%.....	\$37,390.54
Bidding Phase:.....	7.2%.....	\$ 6,810.58
Construction Phase:.....	43.1%*..	\$ 40,863.48

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

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

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 §7.5 of the Base A/E Agreement, the entire

retainage will be withheld until all required closeout documents are received and approved by the Owner.

Supplemental and Additional Services:

THC Notification:.....\$ 2,500.00

Is Required

**HUB
SUBCONTRACTING
PLAN:**

(As described in §3.5.14 of the Base A/E Agreement and amended hereto)

**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 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 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 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 designated representative authorized to administer activities under this Activation including, but not limited to, non-legal notices, consents, approvals, requests, or other general communications, that are provided for or permitted under the Base A/E Agreement and this Activation. Communications to the representatives may be given by written or electronic transmission to the address or email below. The designated representative on behalf of their respective Party are as follows:

HHSC Representative

Paul Norris
Health and Human Services Commission
909 W. 45th Street, Mail Code 2064
Austin, Texas 78751
Cell: (512) 436-2417
Email: Paul.Norris02@hhs.texas.gov

A/E Contract Representative

Ariella Meadows
Vickrey & Associates, LLC
12940 Country Parkway
San Antonio, TX 78216
Phone: (210) 349-3271
Email: ameadows@vickreyllc.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.

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

Each Party represents and warrants that the person executing this Activation on its behalf has full power and authority to enter into this Activation. Any services or work performed by the A/E before this Activation is effective are performed at the sole risk of the A/E.

Health and Human Services Commission:

Vickrey & Associates, LLC:

DocuSigned by:
Scott Schalchlin
0CB2E17A5C9C45D...

By: _____

Scott Schalchlin

Deputy Executive Commissioner
Date of Execution: January 13, 2023

DocuSigned by:
Brenda Vickrey Johnson
A7A8B66C172B459...

By: _____

Brenda Vickrey Johnson

President
Date of Execution: January 13, 2023