



**ACTIVATION NO. 1 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300033
(PROJECT NO. 24-110-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 76667-3490. 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 for the following project:

Scope Description:**Replacement Windows for Resident Home**

- Whiterock Unit’s – 770, 771, 772, 773, 774, 775, and 776
 - Replace windows with security windows and custom perforated screen on the exterior of window to protect windows from projectiles.
- Martin Unit – 731 and 739
 - Replace windows with security windows and custom perforated screen on the exterior of window to protect windows from projectiles.

CONSTRUCTION COST:

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

Not to Exceed

\$800,000.00

FEE:

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

Basic Services:

A fixed fee of

\$119,999.20

(\$119,999.20 (fixed fee)/\$800,000.00 (construction cost) = 14.99%*)

**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 Services:

TDLR fees and inspections: \$5,200.00

Total Fees (Basic Services and Supplemental Services): \$125,199.20

UNIT PRICE FOR BID SETS:

(As described in §3.4.3 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 determined
 Bid set printing reimbursable unit price: To be determined

CONSULTANTS:

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

Is Not Needed

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:

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

Is Not Required

PARTNERING:

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

Is Not Required

SITE VISITS:

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

One Pre-Construction Conference
 One Schematic Design/Design Development Conference
 One Construction Document Review Conference
 One site visit 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 §3.4 of the Base A/E Agreement)

Schematic Design: 3 Sets and Specifications (Digital)*
 Design Development: 3 Sets and Specifications (Digital)*

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

Bidding Phase: 2 Half-Size Sets, 1 Full-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 §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)

Schematic and Design Development (includes assessment of as built documents): 77 calendar days
 Owner Review: 15 calendar days
 100% Construction Documents (CD’s): 70 calendar days
 Owner Review of 100% CD’s: 14 calendar days
 100% Construction Documents (CD’s)
 Resubmittal: 7 calendar days*

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

PAYMENT SCHEDULE:

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

Schematic Design: 15%
 100% Construction Documents: 40%
 Bidding Phase: 5%
 Construction Phase: 40%*

**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 §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 will be paid as service is complete and earned.

HUB SUBCONTRACTING PLAN:

(As described in §3.5.14 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 14 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 A/E 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 representative authorized to administer activities under this Activation on behalf of its respective Party.

HHSC Contract Representative

Martha Sykes Ellis
HHS Maintenance and Construction Department
909 W. 45th Street, Mail Code 2064
Austin, Texas 78751
Phone: 512.375.1135
Email: martha.ellis@hhs.texas.gov

A/E Contract Representative

William Trotty
Huitt-Zollars, Inc.
1001 Fannin St. Suite 4040
Houston, Texas 77002
Phone: 713.850.6675
Email: wmtrotty@Huitt-Zollars.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. And/or The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone

(512) 305-9000 has jurisdiction to each client for whom the Architects renders an Architectural service in Texas.

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

Health and Human Services Commission

Huitt-Zollars, Inc.

DocuSigned by:
Scott Schalchlin
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DocuSigned by:
Joel Colwell, VP
F4C93560CA3A471...

By: _____

By: _____

Scott Schalchlin

Joel Colwell, VP

Deputy Executive Commissioner

Vice President

Date of Execution: January 23, 2024

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