



**ACTIVATION NO. 1 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300054
(PROJECT NO. 24-116-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 The Lawrence Group Architects of Austin, 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 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 and Engineering services under the A/E Agreement for the installation of a new guard shack and entrance control arms to the Austin State Supported Living Center campus.

CONSTRUCTION COST:

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

Not to Exceed \$200,000.00

FEE:

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

Basic Services:

A fixed fee of \$36,000.00

\$36,000.00 (fixed fee)/\$200,000.00 (construction cost) = 18%*

**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:

Topographic Surveying\$6,500.00

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: \$0.50/SF

Bid set printing reimbursable unit price: \$0.10/double-sided sheet for project manual

CONSULTANTS:

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

Is Needed:

Gessner Engineering: Civil, Surveying, and Structural

Cleary Zimmermann: MEP

Halford Busby: Cost Estimation

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:

Is Not Required

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

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)

Three (3) design phase site visits.
 One (1) bid phase site visit.
 Ten (10) construction phase site visits (includes monthly voucher meeting).
 One (1) Warranty inspection site visit for all buildings.
Additional site visits will be an add service cost of \$500 per visit.

REPORTS, DRAWINGS & SPECIFICATIONS:

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

Schematic Design:

1 Full-Size Set, 1 Half Size Set & Specifications

75% Construction Documents:

1 Full-Size Set, 1 Half Size Set & Specifications

100% Construction Documents:

1 Full-Size Set, 1 Half Size Set & Specifications

Bidding Phase:

1 Full-Size Set, 1 Half Size Set & 2 Specification Bid Sets

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)

Topographical Survey	28 calendar days
Schematic Design / Design Development:	14 calendar days
Owner Review Design Development:	15 calendar days
75% Construction Documents	21 calendar days
Owner Review Design Development:	15 calendar days
100% Construction Documents	14 calendar days

PAYMENT SCHEDULE:

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

Basic Services:

<i>Schematic Design:</i>	15%
<i>Construction Documents:</i>	40%
<i>Bidding Phase:</i>	5%
<i>Construction Phase:</i>	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 Services:

Topographic Surveying: \$6,500.00

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

Carlos Ayala
HHSC Maintenance & Construction Dept.
909 W 45th St, B633
Austin, TX 78751
Phone: 512.460.3683
Email: Carlos.ayala@hhs.texas.gov

A/E Contract Representative

Luma Jaffar, Managing Principal
The Lawrence Group Architects of Austin, Inc.
Barton Oaks Plaza Four, 901 S MoPac Expressway, Suite 180
Austin, TX 78746
Phone: 512.827.5504
Email: Luma.jaffar@thelawrencegroup.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.

Signature Page Follows

**Signature Page for Activation No. 1
HHSC Contract No. HHS001033300151**

Health and Human Services Commission

The Lawrence Group Architects of Austin Inc.

DocuSigned by:
Scott Schalchlin
By: 0CB2E17A5C9C45D... _____

Scott Schalchlin

Deputy Executive Commissioner

Date of Execution: March 13, 2024

DocuSigned by:
Luma Jaffar
By: B9E93AC5409E498... _____

Luma Jaffar

Managing Principal

Date of Execution: March 13, 2024