TEXAS
Health and Human Services

ATTACHMENT C

ACTIVATION FOR ARCHITECTURAL/ ENGINEERING AGREEMENT

TEXAS Health and Human Services

ACTIVATION NO. <NUMBER> FOR ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS<NUMBER>(PROJECT NO. 20-

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 <, which is acting for, and on behalf of, the Texas Department of State Health Services, a Health and Human Service Agency>, ("**HHSC**" or "**Owner**") and <A/E's Full Legal Name with no "dba"> ("**A/E**" or "**Engineer**"), each a "**Party**" and collectively the "**Parties**," for Architectural or Engineering Services at <Facility Name> located at <Address, City, State, and Zip>. 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: <Scope Description:>

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

Not to Exceed $<Amount>.00

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

Basic Services:

A fixed fee of $<Amount>.00

(<Amount>.00 (fixed fee)/<Amount>.00 (construction cost) = <X.X>%*)

**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:

<Describe if applicable>

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: $<Amount>.00/SF
Bid set printing reimbursable unit price: $<Amount>.00/double-sided sheet for project manual

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

<Is/Is Not Needed>
<If needed, identify, if known, describe type/scope of consultant.>

ALTERNATIVE ENERGY-

<Is/Is Not Required>

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

Review by HHSC Energy Specialist

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

<Is/Is Not Required>

SITE VISITS:
(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 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 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 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 Design:	<Number> calendar days
Owner Review:	15 calendar days
Design Development:	<Number> calendar days
Owner Review:	15 calendar days
50% Construction Documents:	<Number> calendar days
Owner Review of 50% CD's:	15 calendar days
100% Construction Documents:	<Number> calendar days
Owner Review of 100% CD's:	15 calendar days
100% Construction Documents Resubmittal:	<Number> 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)

Site Investigation:	*$<Amount>.00*
Schematic Design:	*<X.X>%*
Design Development:	*<X.X>%*
50% Construction Documents:	*<X.X>%*
100% Construction Documents:	*<X.X>%*
Bidding Phase:	*<X.X>%*
Construction Phase:	*<X.X>%**

**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.

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 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 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.

Signature Page Follows

Signature Page for Activation No. <Number>
HHSC Contract No. <Contract Number>

Health and Human Services Commission	**<Architect's/Engineer's Full Legal Name>**
By:_____	By:_____
<Full Name>	Name:_____
<Title>	Title:_____

Date of Execution: _____ Date of Execution: _____