

ACTIVATION FOR SPECIFIC DESIGNATED PROJECT

January 30, 2018

Re: Project No. 18-023-TSH
Anti Ligature Renovations
Terrell State Hospital
Texas Health & Human Services Commission

Activation No. 1
Architectural/Engineering Agreement
Agreement No. 18-901-013
Region(s) 1,2 and 3

The State of Texas acting through the Texas Health and Human Services Commission as an agent for the Owner Agency is herein called the Owner.

The following terms are hereby agreed to by the OWNER and NMA Architects for the referenced project, under the terms of the referenced Architectural/Engineering Agreement for Engineering Services at the Terrell State Hospital. NMA Architects may be referred to herein variously as either "Contractor", "Vendor", "A/E," or "Engineer".

PROJECT SUMMARY:

Basic Scope:

Ligature Remediation for Buildings 518, 650, 673, 675, 679, 718, 725, 541, 677, 682, 685, 691, 678. Upgrade Medication Rooms and Nurses Stations in Buildings 518, 650, 673, 679, 725.

CONSTRUCTION COST:
(Re: 3.1 of the Agreement)

Not to Exceed \$4,448,802.00

FEE:
(Re: 5.1 of the Agreement)

Basic Services:

A fixed fee of \$444,880.20

10% fee adjustment on future project adjustments.
 $\$444,880.20 \text{ (fixed fee)} / \$4,448,802.00 \text{ (construction cost)} = 10\%$

Supplemental Services:

Pre-Design Survey:
A lump sum fee of \$28,476

Reimbursable:

TDLR Inspection Invoice + 5% Administrative Fee

UNIT PRICE FOR BID SETS:
(Re: 1.4.3 of the Agreement)

Bid sets are to be provided electronically unless bidders request printed sets. Printed sets will be reimbursed as follows:

Bid Set printing reimbursable unit price: \$ 0.10/SF(30"X42") or \$ 0.88/sheet

Bid set printing reimbursable unit price: \$ 0.010/double-sided sheet for (8 1/2" X 11")project manual plus \$2.75/project binding.

SPECIAL CONSULTANTS:
(Re: 1.5.3 of the Agreement)

Registered Accessibility Specialist

ALTERNATIVE ENERGY-
EFFICIENCY EVALUATION:
(Re: 1.5.7.4 of the Agreement)

Is Not Required

PARTNERING:
(Re: 1.2.5.1 of the Agreement)

Is Not Required

SITE VISITS:

- One (1) Pre-Bid Conference
- One (1) Pre-Construction Conference
- Two (2) per month during Construction Phase (includes monthly voucher meeting)
- One (1) Substantial Completion of each building
- One (1) Final Inspection of each building
- One (1) Warranty Inspection of each building

REPORTS, DRAWINGS &
SPECIFICATIONS:
(Re: 1.4 of the Agreement)

Basic Services:
Three (3) full-size sets and specifications for Schematic Design, Design Development, and Construction Documents Phases. Two (2) full-size sets and one (1) half-size set and three (3) specifications Bid Sets.

Supplemental Services:
The A/E is to provide electronic copies of the bid sets to the bidding contractors or plan rooms for this project. The A/E may also provide a disk for them to print out their own bid sets. If printed sets from the A/E are requested, they will be reimbursed as an additional service per the Unit Price for bid sets identified above.

Pre-Design Survey:
Review and field verify existing conditions and details for buildings listed in the scope above. Provide budgetary impact on potential solutions in a final report. Four (4) copies of the Pre-Design Survey bound in 8 ½” X 11” format.

SERVICES SCHEDULE:
(Re: 1.5.5 of the Agreement)

Pre-Design Survey:	21 calendar days
Schematic Design:	35 calendar days
Owner Review:	7 calendar days
Design Development:	35 calendar days
Owner Review:	7 calendar days
100% Construction Documents:	70 calendar days
Owner Review	7 calendar days
100% Construction Documents Resubmittal: (if required to incorporate 100% CD comments prior to Bidding)	14 calendar days

PAYMENT SCHEDULE:
(Re: 5.1 of the Agreement)

Pre-Design Survey:	100% of total Fee upon Owner’s approval of written report.
Schematic Design:	5% (5% of total Fee)
Design Development:	15% (20% of total Fee less amount paid for Schematic Design)
100% Construction Documents:	40% (60% of total Fee less amount paid for Schematic Design and Design Development)

Bidding Phase: 5% (65% of total Fee less amount paid for Schematic Design, Design Development and 100% Construction Documents)

Construction Phase: * 35% (100% of total Fee less amount paid for Schematic Design, Design Development, Construction Documents and Bidding Phases. (To be paid monthly based on percentage of completion of construction contract).
The greater of 3% of the total fee or \$1,000.00, will be withheld as retainage for Closeout Documents.

HUB SUBCONTRACTING PLAN: Is Required
(Re: 1.5.14 of the Agreement)

Please answer the following questions, whether a HSP is required or not required:

- 1) Are you a HUB/Minority business?
Yes x No
- 2) If you are a HUB Vendor certified with the Texas Comptroller of Public Accounts (CPA), please provide your HUB certification number: Certification No. 1270809386400 File Vendor No. 64539
- 3) If an award is issued, do you plan to utilize a Subcontractor for all or any portion of the contract?
Yes x No

The following is applicable if a HUB Subcontracting Plan is required:

HUB Subcontracting Opportunities: Class and item codes identified for probable subcontracting opportunities under this contract include, but may not be limited to:

CLASS#	ITEM#
966 (Printing & Typesetting Services)	18 (Copying Services – Reproduction)
906 (Architectural Services, Professional)	
925 (Engineering Services, Professional)	

Therefore, indicate whether the Vendor will subcontract any portion of the contract, or the Vendor will accomplish the entire contract scope without subcontracting, by checking the appropriate box below:



- Subcontracting a portion of the contract (Complete and attach the prescribed HUB Subcontracting Plan form along with all supporting documentation including but not limited to phone logs, fax transmittals, electronic mail, etc. to document the Good Faith Effort made.)
- Fulfilling entire contract scope of work with own equipment, supplies, materials and/or employees, without subcontracting (Complete and attach the prescribed HUB Subcontracting Plan, Sections 2, 9 and 10.)

The **HUB Good Faith Effort Compliance Checklist** is provided to assist the Vendor in preparing the HUB Subcontracting Plan and is not required to be submitted with the proposal.

Expenditure of funds by the Owner, for this project, is contingent upon receipt of funds as authorized by current

and/or past appropriation legislation. Funding for payment of fees for additional planning and/or for construction administration is contingent upon the availability of additional funds. No work will be authorized for construction administration until such times as funds are available. Owner may cancel any phase of this authorization without penalty to the Owner if additional funds are not made available to the Owner for purposes of completing the project. Payments will be made in proportion to the services performed in accordance with the percentages prescribed in the Payment Schedule at the completion and acceptance of each phase of work.

DISPUTE RESOLUTION:

- (1) The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the Owner and the Contractor to attempt to resolve any claim for breach made by the Contractor:
 - (A) A Contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided for in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Contractor shall submit written notice, as required by subchapter B, to Owner, to the attention of the Facility Maintenance and Construction Director. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Owner and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
 - (B) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Owner if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
 - (C) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Owner nor any other conduct of any representative of the Owner relating to the contract shall be considered a waiver of sovereign immunity to suit.
- (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

The Texas Board of Architectural Examiners has jurisdiction to each client for whom the Architect renders an architectural service in Texas. The Board's address and telephone number are as follows:

Texas Board of Architectural Examiners
333 Guadalupe, Suite 2-350
Austin, Texas 78701
512/305-9000

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

ARCHITECT:
NMA ARCHITECTS, PLANNERS AND LEED CONSULTANTS, LLC

By _____	DocuSigned by: <i>Naresh Mathur</i>	February 18, 2018	270809386
	EEA133D4F5A24D7... Naresh Mathur, AIA, LEED AP President	Date	Tax I.D. No. (to be furnished in addition to W-9)

NMA Architects
1649 McGee Lane
Carrollton, Texas 75010
Phone: 214-866-0303

OWNER:
TEXAS HEALTH AND HUMAN SERVICES COMMISSION

By _____	DocuSigned by: <i>Mike Maples</i>	February 18, 2018
	E8BB9F5CB3B048F... Charles Smith Executive Commissioner	Date

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Mike Maples

Deputy executive commissioner