

ACTIVATION FOR SPECIFIC DESIGNATED PROJECT

1/30/2018

Re: Project No. 18-013-VSH
Building Renovations
North Texas State Hospital (NTSH) Vernon Campus
Texas Health and Human Services Commission

Activation No. # 2
Architectural/Engineering Agreement
Agreement No. 18-901-001
Region(s) 1,2,3,4

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 SECORD & LEBOW ARCHITECTS, LLP (SLA) for the referenced project, under the terms of the referenced Architectural/Engineering Agreement for Architectural and Engineering Services at the North Texas State Hospital (NTSH) Vernon Campus. SECORD & LEBOW ARCHITECTS, LLP may be referred to herein variously as either "SLA," "Contractor", "Vendor", "A/E," or "Engineer".

PROJECT SUMMARY:

Basic Scope:

Building renovations includes anti-ligature ceiling hardening (corridor, day room, dining room and other common areas, bedroom, and toilet / shower room ceilings that have not been hardened), replacement of sprinkler heads to Raven institutional type, light fixtures, diffusers and grilles, doors and door hardware, and modifications to toilet rooms and showers for Buildings 536, 509, 516, 518, 517, 510, 512, and 511 (in priority order).

The Kitchen Expansion scope includes reorganization and possible expansion for Building 505 to accommodate additional food service, separation of scullery from food preparation and cart delivery with direct or corridor egress to dock area, and a new grease trap. Scope will include removal of an old walk-in freezer in Building 506, adjacent storage and dock area, and new concrete foundation for new drive-in freezer. Freezer to be covered directly through a separate Purchase Order.

Supplemental Service:

Pre-Design Kitchen Assessment by SLA's kitchen consultant who will survey and provide an assessment with recommendations regarding kitchen renovation and expansion to meet program requirements and define budget. Fixed fee included with Basic Services.

Supplemental Service:

Geotechnical soils investigation for freezer addition. Fixed fee as Direct Reimbursable expense.

CONSTRUCTION COST:
(Re: 3.1 of the Agreement)

Not to Exceed \$2,900,000

FEE:
(Re: 4.1 of the Agreement)

Basic Services:
A fixed fee of \$259,050.00 includes the

Pre-Design Kitchen Assessment for \$4,800.00

8.9% fee adjustment on future project adjustments.
(\$259,050.00 (fixed fee) / \$2,900,000 (construction cost) = 8.9%)

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

Bid set printing reimbursable unit price: \$ 0.16 /SF
Bid set printing reimbursable unit price: \$ 0.069/double-sided sheet for project manual

SPECIAL CONSULTANTS:
(Re: 1.5.3 of the Agreement)

Reimbursable:
Registered Accessibility Specialist (RAS)

TDLR inspection + 5% Administrative Fee

Geotechnical Soils Investigation for Freezer
\$4,500 + 5% Administrative Fee

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:

- Multiple Days for Pre-Design On-Site Surveys
- One (1) Pre-Design Scope Meeting
- One (1) Design Development Phase Meeting
- One (1) Construction Documents Phase Meeting
- One (1) Pre-Construction Conference
- One (1) Construction Phase Monthly Voucher Meeting (with one (1) additional site visit per month by A/E as required)
- One (1) Substantial Completion Meeting
- One (1) Final Inspection
- One (1) Final Acceptance Meeting
- One (1) Warranty Inspection

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

Basic Services:
Up to five (5) full-size sets and specifications for Design Development, Construction Documents, and Bid Phases, and 11x17 prints in lieu of half-size sets. Pdf files of drawings and specifications required for Bid and Construction Phases.

The A/E is to provide electronic copies of the Bid Sets to the bidding contractors and plan rooms for this project. The A/E may also provide a disc for them to print 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 identified above for bid sets.

Supplemental Services:
The number of Contractors and Plan Rooms Bid Sets will be reimbursed as an additional service per the Unit Price for bid sets identified above.

SERVICES SCHEDULE: (Re: 1.2 of the Agreement)	Pre-Design Kitchen Assessment:	35 calendar days
	Pre-Design Survey:	42 calendar days
	Design Development:	60 calendar days
	Owner Review:	10 calendar days
	100% Construction Documents:	45 calendar days
	Owner Review:	10 calendar days
	100% Construction Documents Resubmittal/ Bid Submittal:	14 calendar days

PAYMENT SCHEDULE: (Re: 5.1 of the Agreement)	Pre-Design Kitchen Assessment:	100% of Additional Services fee upon submittal and Owner approval
	Pre-Design Survey:	8% (8% of total Fee less amount paid for Pre-Design Survey)
	Design Development:	10% (18% of total Fee less amount paid for Pre-Design Survey)
	100% Construction Documents:	40% (58% of total Fee less amount paid for Pre-Design Survey and Design Development)
	Bidding Phase:	5% (63% of total Fee less amount paid for Pre-Design Survey, Design Development and 100% Construction Documents)
	Construction Phase: *	37% (100% of total Fee less amount paid for Pre-Design Survey, Design Development, 100% Construction Documents and Bidding Phases. The greater of 3% of the total fee or \$1,000.00, will be withheld as retainage for Closeout Documents.

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

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 _____ No x
- 2) If you are a HUB Vendor certified with the Texas Comptroller of Public Accounts (CPA), please provide your HUB certification number: Certification No. _____
- 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)

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:

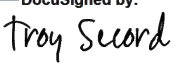
- (1) The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the Owner and the Contractor to attempt to resolve any claim for breach made by the Contractor:
- (A) A Contractor's claims for breach of this contract that the parties 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:

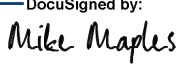
Texas Board of Architectural Examiners
333 Guadalupe, Suite 2-350
Austin, Texas 78701
512/305-9000

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

ARCHITECT:
SECORD & LEBOW ARCHITECTS, LLP

By	 <small>DocuSigned by:</small> <small>6CDD098B6AC2472...</small>	March 13, 2018	75-2790525
		_____ Date	_____ Tax I.D. No. (to be furnished in addition to W-9)
<p>Secord & Lebow Architects, LLP 2004 Quail Creek Suite 200 Wichita Falls, TX 76308 Phone: 940/767-7478</p>			

OWNER:
TEXAS HEALTH AND HUMAN SERVICES COMMISSION

By	 <small>DocuSigned by:</small> <small>E8BB9E5CB3B048F...</small>	March 13, 2018	Mike Maples
		_____ Date	Deputy executive commissioner
<p>Charles Smith Executive Commissioner</p>			

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