

ACTIVATION FOR SPECIFIC DESIGNATED PROJECT

March 21, 2017

Re: Project No. 17-003-RSH
Site Drainage Corrections
Rusk State Hospital
Texas Department of State Health Services

Activation No. 7
Architectural/Engineering Agreement
Agreement No. 14-905-002
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 VICKREY & ASSOCIATES, INC. for the referenced project, under the terms of the referenced Architectural/Engineering Agreement for Engineering Services at Rusk State Hospital.

PROJECT SUMMARY:

Evaluate and provide solutions for a drainage issue around Building 611 on the Northwest corner of Rusk State Hospital Facility campus, as well as investigate and provide solutions for a failed storm drain pipe at the front of the property parallel with Highway 69.

Evaluations and solutions will contain the following:

1. Provide a Topographic Survey of Building 611 and surrounding areas, and front of property adjacent to Hwy 69.
2. Perform complete investigation by using a Camera inspection of piping. Solutions will be presented in a Drainage Study and Design Improvements report.
3. Provide Construction Documents with details and specifications along with an Estimate of Probable cost and estimated length of construction.

CONSTRUCTION COST:
(Re: 3.1 of the Agreement)

Not to Exceed \$211,000.00

FEE:
(Re: 4.1 of the Agreement)

<u>Basic Services:</u>	
100% Construction Documents:	\$24,110.00
Bidding Phase:	\$3,367.00
Construction Phase:	<u>\$9,285.00</u>
Sub-Total Construction Documents	\$36,762.00
<u>Supplemental Services</u>	
Topographic Survey	\$8,790.00
Camera inspection of piping	\$2,000.00
Drainage Study & Design Improvements report:	<u>\$9,568.00</u>
Sub-Total Study and Design	\$20,358.00
TOTAL	\$57,120.00

SPECIAL CONSULTANTS:
(Re: 1.10.2.1 of the Agreement)

Is Not Required

ALTERNATIVE ENERGY-
EFFICIENCY EVALUATION:
(Re: 1.10.5.4 of the Agreement)

Is Not Required

PARTNERING:
(Re: 1.8.1 of the Agreement)

Is Not Required

SITE VISITS:
(Re: 1.8 of the Agreement)

One (1) Drainage Study and Report
One (1) Construction Documents
One (1) Pre-Bid Conference
One (1) Pre-Construction Conference
One (1) Substantial Completion
One (1) Warranty Inspection

REPORTS, DRAWINGS &
SPECIFICATIONS:
(Re: 1.9.3 of the Agreement)

Basic Services:
Topographic Study: Three full-size copies.
Drainage Study, Development Improvements and EOPSS (Report):
Three full-size copies
Other Services:
Construction Documents: Two (2) full size sets and one (1) half-size
set of drawings and specifications

SERVICES SCHEDULE:
(Re: 1.10.4 of the Agreement)

Basic Services:
Topographic Survey: 14 calendar days
Camera Inspection
Drainage Study & Design Improvements: 21 calendar days
Owner Review: 14 calendar days
100% Construction Documents: 28 calendar days
100% Construction Documents Resubmittal: 14 calendar days
(if required to incorporate 100% CD comments prior to Bidding)

PAYMENT SCHEDULE:
(Re: 5.1 of the Agreement)

Basic Services:
Topographic Survey \$8,790.00 Upon completion
Camera Inspection \$2,000.00 Upon completion
Drainage Study & Design \$9,568.00 Upon Completion
Improvements:
100% Construction Documents: \$24,110.00 Upon Completion
Bidding Phase: \$3,367.00 Upon Completion
Construction Phase: \$9,285.00 Upon Completion

3% of the above total fees will be
withheld as retainage until completion
and Owner acceptance of all required
final close out documents.

HUB SUBCONTRACTING PLAN:
(Re: 1.10.10 of the Agreement)

Is Not Required

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. 1741793632900
- 3) If an award is issued, do you plan to utilize a Subcontractor for all or any portion of the contract?
Yes No X

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#

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 Director, Facility Maintenance and Construction. 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 Professional Engineers has jurisdiction to each client for whom the Engineer renders an Engineering service in Texas. The Board's address and telephone number are as follows:

Texas Board of Professional Engineers
1917 IH 35 South
Austin, Texas 78741
512/440-7723

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

ENGINEER:
VICKREY & ASSOCIATES, INC.

By  4-5-17 74-1793632
Brenda Vickrey Johnson Date Tax I.D. No.
(to be furnished by A/E in addition to W-9)

Vickrey & Associates, Inc.
12940 Country Parkway
San Antonio, Texas 78216-2004
Phone: 210/349-3271
Fax: 210/349-2561

OWNER:
TEXAS HEALTH AND HUMAN SERVICES COMMISSION

By  4/27/12
Executive Commissioner Date
Peputy

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