



**ACTIVATION NO. 1 FOR  
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS001033300095  
(PROJECT NO. 24-105-DLC)**

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 Kirksey Architecture Inc. (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Denton SSLC located at 3980 State School Road, Denton, TX 76210. 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:**

The scope of the project has two parts.

- The first part consists of replacing the sewer lines in the crawl spaces under 21 different existing buildings on the Denton SSLC campus.
- The second part includes the renovation of 6 existing bathrooms in Building 504. Buildings 501-511, 513-515 & 522-528 are all included in the sewer line replacement portion of this project. The interior renovation work occurs in Building 504 and will include new plumbing fixtures, showers, toilet accessories, sink counters, interior finishes, exhaust grills and light fixtures.

Kirksey to produce design and construction documents, consisting of architectural and engineering drawings and specifications.

**CONSTRUCTION COST:**

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

Not to Exceed

\$1,882,497.60

**FEE:**

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

**Basic Services:**

A fixed fee of

\$207,075.00

(207,075 (fixed fee)/1,882,497.60 (construction cost) = 11%\*)

*\*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:**

The following supplemental services are included in this activation:

- Total proposed fee to submit drawings to Texas Department of Licensing & Regulations (TDLR) - \$1,700. This fee includes the following services:
  - TDLR Filing fee of \$175.00

- Registered Accessibility Specialist (RAS) Plan review fee - \$500.00
- RAS Inspection fee - \$1,025.00

**Total Fee (Basic Services and Supplemental Services): \$208,775.00**

**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: \$TBD/SF

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

**CONSULTANTS:**

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

Is Not Needed

**ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:**

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

Is Not Required

**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)*

- One site visit - Schematic Design
- Two site visits – Design Development
- Two site visits – Construction Documents
- One site visit – Pre-bid Conference
- One site visit - Pre-Construction Conference
- Monthly site visits by the AE team, plus bi-weekly virtual meetings for the estimated 30 month Construction Phase
- 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)*

- SD/DD: 1 set of PDF files – drawings & specifications\*
- 50% CD: 1 set of PDF files - drawings and Specifications\*
- 95% CD: 1 set of PDF files - drawings 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 100% CD 3 Specifications Bid Sets

Record Drawings: 2 sets of AutoCAD drawings in digital form, 1 Full-size set of drawings, 2 sets of specifications and addendum, 1 set of PDF files of drawings and specifications.

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/Design Development:	45 calendar days
Owner Review:	15 calendar days
50% Construction Documents:	25 calendar days
Owner Review:	15 calendar days
95% Construction Documents:	25 calendar days
Owner Review:	15 calendar days
100% Construction Documents:	1 calendar day

**PAYMENT SCHEDULE:**

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

<i>Schematic Design/Design Development:</i>	<i>15%</i>
<i>50% Construction Documents:</i>	<i>20%</i>
<i>95% Construction Documents:</i>	<i>15%</i>
<i>100% Construction Documents:</i>	<i>15%</i>
<i>Bidding Phase:</i>	<i>5%</i>
<i>Construction Phase:</i>	<i>30%*</i>

*\*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 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**

Roberta Swischuk  
Health & Human Services Commission  
909 W. 45<sup>th</sup> Street, Mail Code 2064  
Austin, TX 78751  
Phone: 512-695-6019  
Email: roberta.swischuk@hhs.texas.gov

**A/E Contract Representative**

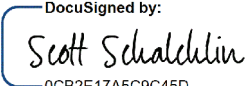
Todd Howard  
Kirksey Architecture Inc.  
143 Manufacturing Street  
Dallas, TX 75207  
Phone: 214-522-1100  
Email: toddh@kirksey.com

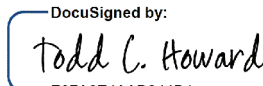
The Texas Board of Professional Engineers, 1917 IH 35 South, Austin, Texas 78741, telephone (512) 440-7723, has jurisdiction to each client for whom the Engineer renders an Engineering service in Texas. And/or The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, 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.

**Health and Human Services Commission**

**Kirksey Architecture Inc.**

By:  \_\_\_\_\_  
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By:  \_\_\_\_\_  
E87A6E4AAD344D1...

Scott Schalchlin

Todd C. Howard

Deputy Executive Commissioner

Executive Vice-President

Date of Execution: January 22, 2024

Date of Execution: January 19, 2024