



HHS000086700158 ACTIVATION No. 5
ARCHITECTURAL/ENGINEERING AGREEMENT No. HHS000086700158
(PROJECT No. 20-011-EPC)

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 MNK Architects Inc. (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at El Paso Psychiatric Center located at 4615 Alameda Ave., El Paso, TX 79905. The terms in this Activation are subject to, and incorporated into, the terms of the above referenced Base A/E 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 7 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:

Elevator Renovations

- Upgrade 3 elevators to meet ADA compliance
- Replacement of mechanical parts and devices to modernize the elevators, to improve fire and life safety features, improve reliability, reduce energy and operational costs, and increase durability and reliability.

Building Renovations

- Installation of anti-ligature finishes for non-patient restrooms for life safety to include installation, labor and materials. Replacement throughout the hospital is needed due to normal wear and tear of finishes.
- Sump Pumps replacement and other plumbing repairs
- Repair flooring in patient bathrooms
- Remove existing parking gates and replace a total of four (4) automatic ingress and egress parking lot gates located in the North and South parking lots
- Add card reader access control panels, request to exit button and request to exit motion detectors to 55 doors

Roof Renovations

- Replace roofing and repair penetrations
- Replace roof-mounted exhaust fans

CONSTRUCTION COST:

(As described and defined in Article 3 of the Base A/E Agreement)

Not to Exceed

\$2,927,473.00

FEE:

(As described in Articles 4 and 5 of the Base A/E Agreement)

Basic Services:

A fixed fee of

\$278,300.00

(\$278,300.00(fixed fee)/\$2,927,473.00 (construction cost) = 9.5%*)

**This percentage will be applied to all future contract sum changes per the applicable Base A/E Agreement and Health and Human Service Commission's Architectural/Engineering Guidelines.*

Supplemental Services:

TAS/RAS Fees and Services \$3,334.00

TOTAL FEE : \$281,634.00

UNIT PRICE FOR BID SETS:

(As described in §1.4.3 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: To Be Determined
 Bid set printing reimbursable unit price: To Be Determined /double-sided sheet for project manual

SPECIAL CONSULTANTS:

(As described in §1.5.3 of the Base A/E Agreement)

Is Not Needed.

ALTERNATIVE ENERGY-EFFICIENCY EVALUATION:

(As described in §1.5.7.4 of the Base A/E Agreement)

Is Not Required

PARTNERING:

(As described in §1.2.5.1 of the Base A/E Agreement)

Is Not Required

SITE VISITS:

(As generally described in §1.2 of the Base A/E Agreement)

One Pre-Construction Conference
 Two site visits per month during Construction Phase (includes monthly voucher meeting)
 One Final Inspection site visit of each building
 One Warranty Inspection site visit of each building

REPORTS, DRAWINGS & SPECIFICATIONS:

(As described in §1.4 of the Base A/E Agreement)

Schematic Design: 3 Full-Size Sets and Specifications
 Design Development: 3 Full-Size Sets and Specifications
 Construction Documents: 2 Full-Size Sets, 1 Half-Size Set, and 3 Specifications Bid Sets*

*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:

(As mentioned in §1.5.5 of the Base A/E Agreement)

Schematic Design: 60 calendar days
 Design Development: 60 calendar days
 50% Construction Documents: 30 calendar days
 100% Construction Documents: 30 calendar days
 Owner Review of each Phase: 7 calendar days
 100% Construction Documents Resubmittal: 14 calendar days

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 §5.5 of the Base A/E Agreement, the entire retainage will be withheld until all required closeout documents are received and approved by the Owner.

PAYMENT SCHEDULE:

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

Schematic Design	10%	\$27,800
Design Development	15%	\$41,700
Construction Documents	35%	\$97,400
Bid and Negotiations	5%	\$13,900
Construction Administration*	32%	\$89,100
Closeout	3%	\$8,400
TOTAL		\$ 278,300

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

HUB SUBCONTRACTING PLAN:

(As described in §1.5.14 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. 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.
4. 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.
5. 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.
6. Nothing herein shall hinder, prevent, or be construed as a waiver

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of Owner’s right to seek redress on any disputed matter in a court of competent jurisdiction.

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

Signature Page for HHSC Contract No. HHS000086700010

**Health and Human Services
Commission**

DocuSigned by:
 By: Mike Maples
 Mike E8BB9F5CB3B048F...
 Deputy Executive Commissioner
 Health and Specialty Care Systems

MNK Architects Inc.

DocuSigned by:
 By: Jennifer Countryman
 Jeni... D10F767B36074B1...
 Principle
 Email: jcountryman@mnkarchitects.com
 Phone: 915.929.1827

Date of Execution: July 23, 2020

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