



**ACTIVATION NO. 1 FOR
ARCHITECTURAL/ENGINEERING AGREEMENT NO. HHS 001033300066
(PROJECT NO. 24-003-KSH)**

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 Marmon Mok, LLP (dba: Marmon Mok Architecture), (“**A/E**” or “**Engineer**”), each a “**Party**” and collectively the “**Parties**,” for Architectural or Engineering Services at Kerrville State Hospital located at 721 Thompson Drive, Kerrville, Texas 78028. 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:**

A/E shall perform architectural or engineering services under the A/E Agreement for the following project: Required ADA and Anti-ligature modifications for patient buildings 502A and 630.

CONSTRUCTION COST:

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

Not to Exceed \$2,000,000.00

FEE:

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

Basic Services:

A fixed fee of \$235,120.00

$(\$235,120.00 \text{ (fixed fee)} / \$2,000,000.00 \text{ (construction cost)} = 12\%^*$

**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:

TDLR Inspections & Fees: \$1,690.00

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: \$0.43/SF

Bid set printing reimbursable unit price: \$0.15/double-sided sheet for project manual

CONSULTANTS:

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

Is Needed

SKYE MEP for MEP services is included in basic services

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 Pre-Construction Conference
- Two site visits per month during Construction Phase (includes monthly voucher meeting)
- 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)

- Basic Services:
- Design Phase: 1 Full-Size set and 1 half size sets and specifications for design reviews
- Bidding Phase: 1 Full-Size Set, 2 Half-Size Set, and 3 Specifications Bid Sets

The A/E is to provide electronic copies of the milestone design sets for review and 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.

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: 30 calendar days
 - Owner Review: 10 calendar days
 - Design Development/
 - 50% Construction Documents (CD's): 30 calendar days
 - Owner Review of DD/50% CD's: 10 calendar days
 - 100% Construction Documents (CD's): 30 calendar days
 - Owner Review of 100% CD's: 10 calendar days
 - 100% Construction Documents (CD's)
 - Resubmittal: 10 calendar days*
- *If required to incorporate 100% CD comments prior to Bidding.*

PAYMENT SCHEDULE:

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

- Schematic Design: 5%
- Design Development/50% CD: 35%
- 100% Construction Documents: 20%
- Bidding Phase: 5%
- Construction Phase: 35%*

**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

Carol Skacal, CTCM
HHSC Facility Maintenance and Construction
909 W. 45th St. Mail Code 2064
Austin, TX. 78751
Phone: (210) 240-0166
Email: Carol.Skacal@hhs.texas.gov

A/E Contract Representative

Tiffany Long, Partner
Marmon Mok, LLP (dba: Marmon Mok Architecture)
1020 NE Loop 410, Suite 201
San Antonio, Texas 78209
Phone: (210) 232-9492
Email: long@marmonmok.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.

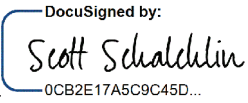
The effective date of this Activation is the date when the last signature is affixed hereto.


Signature Page Follows

Signature Page for Activation No. 1
HHSC Contract No. HHS001033300140

**Health and Human Services
Commission**

**Marmon Mok, LLP (dba: Marmon Mok
Architecture)**

By:  _____
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By:  _____
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Scott Schalchlin

Tiffany Long

Deputy Executive Commissioner

Tiffany Long

Date of Execution: February 4, 2024

Date of Execution: February 2, 2024