



Midwestern State University Request for Qualifications

RFQ# 735-18-6200

Request for Qualifications – Architectural Services J.S. BRIDWELL & FERGUSON RENOVATION PROJECTS

General:

Midwestern State University (MSU) solicits responses to the Request of Qualifications (RFQ) for firms interested in providing design services and project management for the design of a minor renovation of J.S. Bridwell. Similar design efforts may be requested for minor renovations in Ferguson, too.

Project Background

MSU is located in Wichita Falls, Texas and occupies approximately 179 acres in the heart of the city. The main campus is 100 acres with an additional 79 acres located south of Midwestern Parkway. MSU's current student headcount is ~6,100 with an on-campus student resident population of approximately 1,300 students.

The current occupants of J.S. Bridwell (~44k GSF) will be moving into a new health science building during the summer of 2019. J.S. Bridwell will be partially renovated over the next 6-9 months at which time the following departments will move into it by May 1, 2020 (at the latest): College of Education, Intensive English Language, International Services, the Honors Program, and Facilities Services' administration offices.

MSU recently completed the programming phase of this relocation with the assistance of Holzman, Moss, Bottino Architecture (HMB). Space usage within each of the relocated departments was determined with the idea of minimizing construction costs required to effectively use the spaces by the new occupants. Most changes involve demolition of a few walls and installation of a few new ones. Major renovation requirements involving significant alterations to HVAC and lighting systems are not necessary for this project, although some may still be required. Development of the detailed construction drawings is the purpose of this RFQ. HMB's programming report is attached as part of this RFQ.

The only exception to defining the use of space within a relocated department is the area allocated for Intensive English Language and International Services on the first floor of J.S. Bridwell. Additional discussions to refine the exact use of the spaces in this area will be required.

HMB's programming work also included space allocation in Ferguson (17,300 GSF) so it can contain the Counseling Center, Career Management, and the Testing Center. Development of detailed construction drawings for this building may also be pursued as part of this RFQ, but is subject to funding availability that has not currently been defined.

Project Objectives

The objectives of the J.S. Bridwell Renovation Project and Ferguson Renovation Projects are as follows:

- Refinement and development of the construction details as outlined in HMB's programming report for the renovation of J.S. Bridwell and Ferguson. J.S. Bridwell will be occupied by the College of Education, Intensive English Language, International Services, the Honors Program, and Facilities Services' administration offices. Ferguson will be occupied by the Counseling Center, Career Management, and the Testing Center.
- The project shall provide classrooms, labs, and offices plus support spaces for all the departments noted above.
- The design will not include any parking facilities.
- LEED certification is not an objective of the project, although incorporation of select LEED initiatives in the overall project is desired.

Statistics

J.S. Bridwell's total project budget is \$1,615,000 and includes ALL project costs associated with design, temporary facilities and its corresponding utility requirements, construction, utility modifications, construction oversight by MSU, furniture, equipment, moving needs, and all soft costs for the renovation of J.S. Bridwell.

The actual renovation construction in J.S. Bridwell shall begin immediately after the current occupants move to the new health science building (i.e., August 1, 2019). The construction effort shall conclude and the facility ready for the departments listed above to move in by May 1, 2020 at the latest.

If renovations in Ferguson are funded (~\$450k), the construction will begin soon after its occupants move to J.S. Bridwell over the summer of 2020. All construction related to Ferguson shall be completed by May 1, 2021 at the latest.

Scope of Services

MSU invites architectural firms to submit qualification statements regarding supplying the detailed design and construction oversight for (a) J.S. Bridwell and (b) Ferguson per the following:

1. Review HMB's programming study and understand its objectives. Will require some review with departmental personnel to verify the details of all spaces identified in the study.
2. Complete programming discussions with the Intensive English Language and International Services departments to better define their exact layout needs within the

allocated space. Incorporate this information into the construction drawings developed for the entire building.

3. Provide design services to include preliminary design, design development, and working drawings necessary for the minor renovations in (a) J.S. Bridwell and (b) Ferguson per the description identified in the Project Objectives section of this document.
4. HMB's report split out four alternates we may or may not be able to afford. The design of these four alternates (and one for Ferguson IF the Ferguson design is pursued) is included as part of the architect firm's design responsibilities, regardless of whether these alternates are actually installed.
5. Develop project estimates and budgets based on the project design for the (a) J.S. Bridwell Renovation and (b) Ferguson Renovation at Schematic Design, 100% Design Development, 50% Construction Development, and 100% Construction Development.
6. For (a) J.S. Bridwell and (b) Ferguson, develop the building design, specifications, and all other construction documents for the bid process while working with the university's Purchasing Department to ensure compliance with state purchasing requirements. The university will most likely use the sealed competitive bids delivery method for construction on both of these projects. The designs must meet all applicable codes and TAS requirements.
7. The successful firm will provide architectural project management and inspection services up through final acceptance for the (a) J.S. Bridwell Renovation and (b) Ferguson Renovations. General contract administration shall include submittal review, responses to RFI's, change order issuance and frequent site inspections during construction for both projects.
8. Information Systems technology requirements and design for both projects are included in the architectural firm's scope.
9. Furniture layouts for both projects shall be defined by the architect. New furniture will NOT be purchased for either project, although recommendations on placement of standard items such as desks, shelves, etc. shall be included in the architect's designs.
10. Audio-visual requirements and design are not included in this project. Existing equipment will be used and no new A/V equipment will be installed.
11. Provide electronic AutoCAD drawing files for the as-built project, not just PDF files.
12. The expected architectural fee for these above Basic Services is in the 6-8% range.

Respondent Submission:

Midwestern State University will not be responsible for any expenses relating to response development, documentation, or interview/presentation that may result from this solicitation. Failure to provide the following information shall result in the disqualification of your response.

- The respondent shall submit an electronic response with the maximum length no more than 30 pages.
- Response information submitted shall correspond to the sections listed below and shall be in the following order:
 1. Company name, address, phone number, legal status (corporation, partnership, etc.)

2. Name, phone number and email address of person Midwestern State University should contact with any questions.
 3. Name and title of person submitting solicitation.
 4. Documentation of vendor history, including capabilities in the area of services to be provided, size and scope of operation. This shall include similar experience, including scope of work that demonstrates an expertise in providing the required services, and number of years in business.
 5. Company licenses required by the Texas Board of Architectural Examiners.
- The respondent shall provide at least three references of comparable projects which preferably have been constructed within the last 5-7 years.
 - **The respondent shall include only profiles of the staff assigned to this project, and preferably with project experience from the three references noted in the previous bullet. Expected percent of time committed to this project shall be included for each staff member identified in the profiles.**
 - The respondent shall document a time frame when vendor will be ready to provide the required services at Midwestern State University. State the actual number of days that the vendor will be available to start the design services and project management. For example, "Upon award of contract our company can begin within (indicate number) days or upon issuance of contract."
 - Ensure the proposal is signed by the owner, principal partner, or chief executive officer.

Selection Procedure:

Following receipt and evaluation of responses to the RFQ, a firm or firms will be selected for further consideration. Responses to the RFQ will be evaluated by an appointed committee based on technical qualifications and the firm's ability to provide the services. Firms may be requested to make presentations if deemed necessary. Negotiations will begin with the firm determined to be most qualified for the project.

Proposal Evaluation

The following criteria will be used to evaluate all submissions. Proposals must be organized and tabbed in accordance with the below evaluation criteria:

No.	Criteria	Weight
1	Successful completion of recent (<5-7 yrs.) projects with <u>similar complexity</u> and style. Firm should highlight particular areas of expertise.	25%
2	Profiles of the principals' and staffs' <u>directly assigned to this project</u> identifying their professional and technical competence and experience as it relates to projects of similar complexity and style.	30%
3	Examples of successful value engineering initiatives for classroom and office projects.	10%
4	Past performance in terms of quality work and compliance with performance schedules.	10%
5	Prior favorable service to Midwestern State University renovation projects.	10%

6	Evidence that the firm is currently licensed/registered to provide services in the State of Texas.	Mandatory
7	Demonstrated knowledge of local building codes.	Mandatory
8	Certified statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency.	Mandatory
9	Familiarity with sustainability and efficiency best practices.	5%
10	Overall team approach towards the provision of Comprehensive Architectural services as required by this RFQ.	5%
11	Completeness and general response to this Request for Qualifications.	5%

Submission Deadline:

The qualification information is to be submitted by 2:00 pm CST, **Friday, July 6, 2018**. The university may, at its sole discretion, request oral presentations by firms selected for final consideration. Qualification Statements are to be no more than 30 pages long, and E-mailed to:

Stephen Shelley
 Director of Purchasing/Contract Management
 Midwestern State University
 3410 Taft Blvd, Daniel Building
 Wichita Falls, Texas 76308-2099
 Phone: (940) 397-4110
stephen.shelley@mwsu.edu

Late statements will not be accepted. Each firm is responsible for insuring responses to the RFQ have been delivered by date, time and location specified.

Questions related to the scope of services, submittal of Qualification Statements, or the solicitation process shall be directed no later than 2:00 PM on June 25, 2018 to:

Stephen Shelley
 Director of Purchasing/Contract Management
 Midwestern State University
 3410 Taft Bldg, Daniel Building
 Wichita Falls, TX 76308-2099
 Phone: (940) 397-4110
stephen.shelley@mwsu.edu

A sample of the contract is attached for review. Questions concerning this document should be handled during this process.

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

AFFIDAVIT

The undersigned certifies that the statements contained in this proposal have been carefully checked and are submitted as correct and final and if statement is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which statements are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,
on this day personally appeared _____
who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____
hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone Number:

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____,
20 _____.

Notary Public in and for the State of _____.



BRIDWELL HALL & FERGUSON HALL
SPACE PROGRAM AND CONCEPT DIAGRAM
MIDWESTERN STATE UNIVERSITY
WICHITA FALLS, TEXAS

JUNE 1, 2018

HOLZMAN MOSS BOTTINO
ARCHITECTURE

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- + Ferguson Hall Description and Scope of Work
- + Total Project Cost Model
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INTRODUCTION

In March of 2018, Holzman Moss Bottino Architecture was asked to confirm a space program, develop conceptual ideas, and develop a cost estimate for the renovation of Bridwell Hall and Ferguson Hall. Bridwell Hall will be vacated when the College of Health and Human Sciences is relocated into a new building in the Fall of 2019. The desire is to relocate the College of Education into the existing Bridwell Hall which would create a vacated Ferguson Hall. Ferguson Hall offers the opportunity to locate a number of student services and departments that are currently dispersed across the campus making their operations and efficiencies challenging.

The scope of work for each building is intended to be as minimal as possible and to use the existing infrastructure, space layouts and interior of the building as much as possible. Because the departments and their uses are different, there are some changes that are required in each building and outlined in this document.

This document is to confirm adequate user interaction and confirmation to allow an architectural and engineering team to take this material and create

construction documentation and bidding documents for the required adjustments in each building. Because the schedule for the completion of the College of Health and Human Sciences building determines the start of renovation for these two projects, it is desired to implement these projects based on the following timeline:

+ May 2018	Completion of the Planning Study for Bridwell and Ferguson
+ June 2018	RFP for A/E services for Bridwell and Ferguson
+ August 2018	Selection of A/E confirmed for Bridwell and Ferguson
+ February 2019	Documentation complete for Bridwell and Ferguson
+ March 2019	Bidding for Bridwell
+ September 2019	Construction start of Bridwell
+ May 2020	Completion and move-in for Bridwell
+ February 2020	Bidding for Ferguson
+ June 2020	Construction start of Ferguson
+ December 2020	Completion and move-in for Ferguson

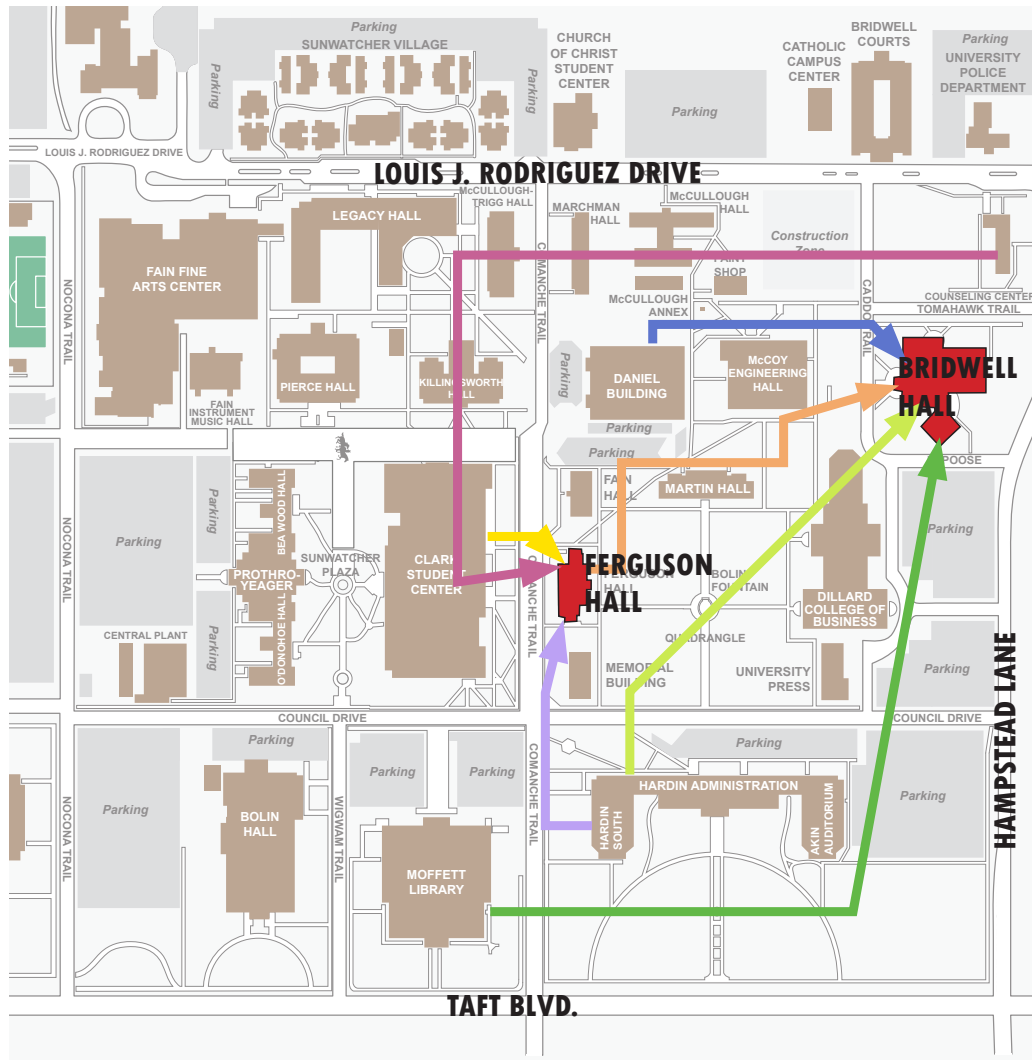
PROJECT OBJECTIVES

The following key points were the focus of the planning study effort:

- + Confirm the required space program for each relocated department
- + Evaluate the existing building plan to determine the best fit for relocated departments and specific uses.
- + Make a conceptual plan proposal based on the desired program and the minimization of construction costs.
- + Determine the backfill for relocated spaces.

CAMPUS MAP OF IMPACTED USERS

The following campus map illustrates where the various users are being relocated. It provides the listing of departments and spaces and makes recommendations of potential in-fill users in the spaces that are being vacated for future use.



- COUNSELING**
Proposed infill use: building demolished for parking
- FACILITIES DEPT.**
Proposed infill use: future student services and activities
- CAREER MANAGEMENT**
Proposed infill use: student affairs expansion
- COLLEGE OF EDUCATION**
Proposed infill use: relocated departments
- TESTING CENTER**
Proposed infill use: TBD
- INTENSIVE ENGLISH LANGUAGE**
Proposed infill use: TBD
- INTERNATIONAL SERVICES**
Proposed infill use: TBD
- HONORS PROGRAM**
Proposed infill use: renovated library spaces

BRIDWELL HALL - BUILDING DESCRIPTION



Building GSF (gross square feet): 44,037 SF

First Level: 20,370 SF

Second Level: 10,975 SF

Third Level: 12,692 SF

Year Built: 1998

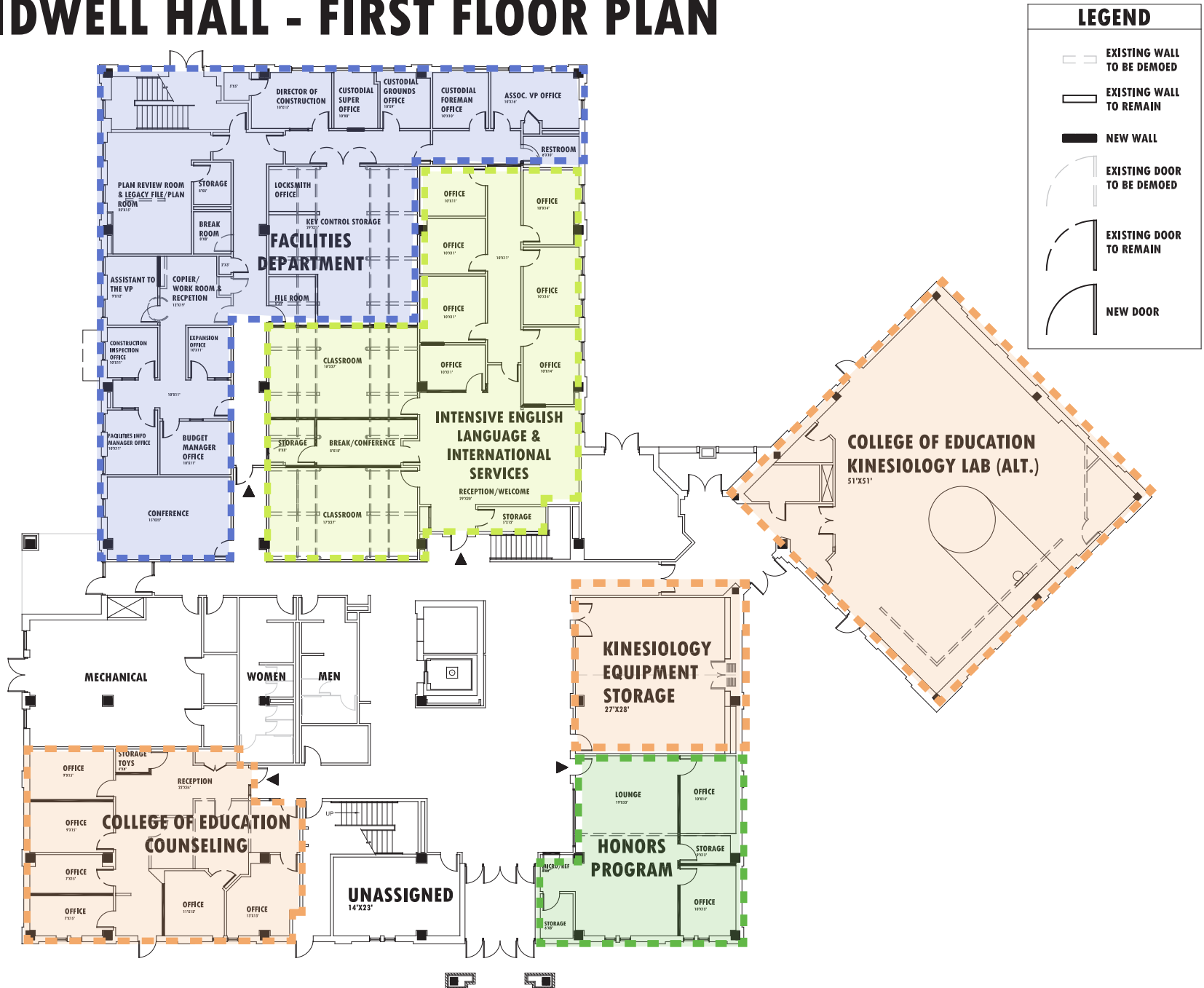
BRIDWELL HALL - INTENDED OCCUPANTS

- + College of Education: Their current location in Ferguson hall is very cramped and doesn't allow room for growth.
- + College of Education Kinesiology Lab: This lab is currently a shared space and is a substantial distance from the other College of Education spaces.
- + College of Education Counseling Services.
- + International Services and Intensive English Language: relocated from Hardin South.
- + Honors Program: This space is currently located on the first floor of Moffett Library and will be relocated during the planned renovations of that building to be started in Summer 2018.
- + Facilities Administrative Offices: The current Daniel Building is being planned to be re-invisioned as a student services and student activities building. The current administrative and facilities' shops are currently located in the center of campus. The relocation of the administrative offices into this area will allow the close proximity of a new shop facility to be located at the current police department location and reduce the need to build administrative space in that building.

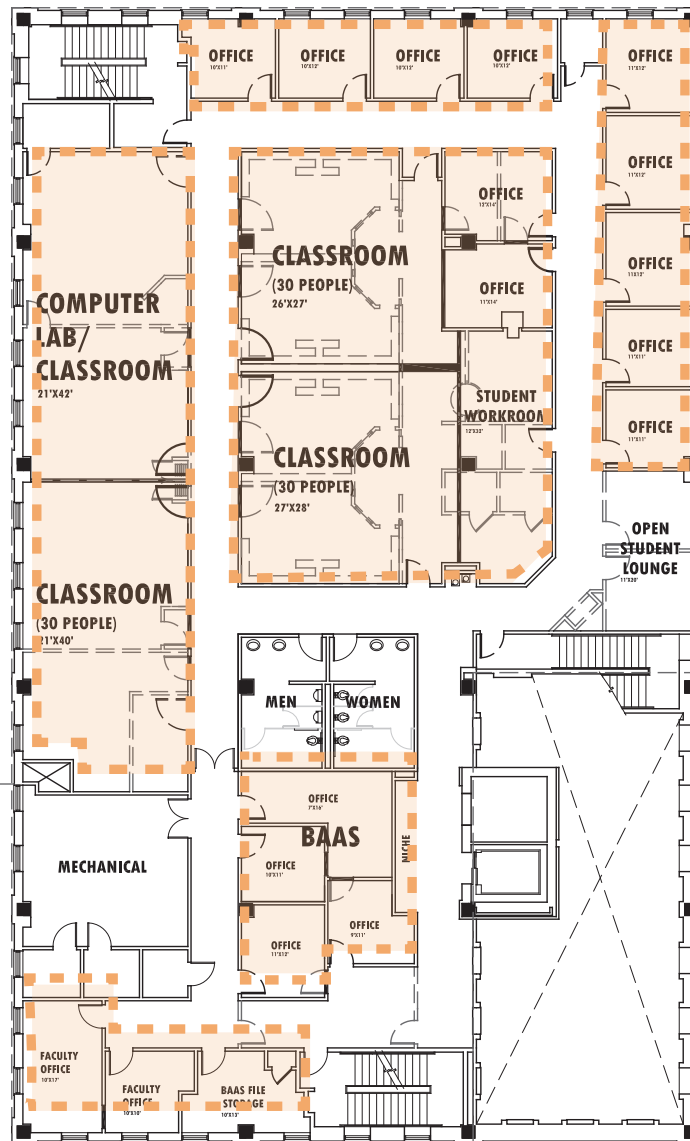
BRIDWELL HALL - FIRST FLOOR PLAN

44,037 BLDG. TOTAL SF
20,370 FLOOR TOTAL SF

- COLLEGE OF EDUCATION
- HONORS PROGRAM
- INTENSIVE ENGLISH LANGUAGE & INTERNATIONAL SERVICE
- FACILITIES DEPARTMENT

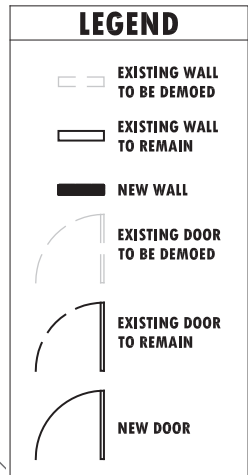


BRIDWELL HALL - SECOND FLOOR PLAN

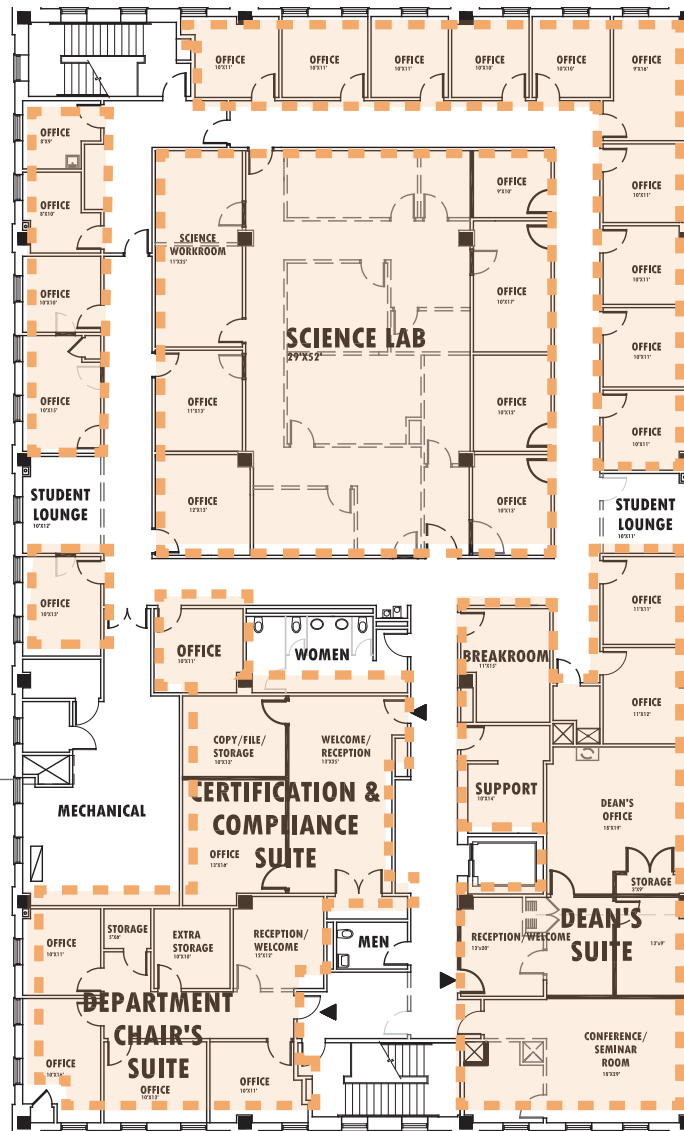


44,037 BLDG. TOTAL SF
10,975 FLOOR TOTAL SF

COLLEGE OF EDUCATION
13 FACULTY OFFICES
(11 WITH WINDOWS)



BRIDWELL HALL - THIRD FLOOR PLAN



LEGEND

 **EXISTING WALL
TO BE DEMOED**

 EXISTING WALL TO REMAIN

NEW WALL

**EXISTING DOOR
TO BE DEMOED**

**EXISTING DOOR
TO REMAIN**

NEW DOOR

44,037 BLDG. TOTAL SF
12,692 FLOOR TOTAL SF

COLLEGE OF EDUCATION
23 FACULTY OFFICES
(16 WITH WINDOWS)

BRIDWELL HALL - PROPOSED SCOPE OF WORK

- + Targeted demolition to achieve the revised layouts.
- + Targeted renovation of new partitions, doorways, electrical, IT, and HVAC adjustments to meet the revised layouts.
- + Confirm ADA compliant door hardware, entryways and restrooms. This work is expected to be minor because the building was completed in 1998. It only needs ADA upgrades where the code has changed since completion.
- + No work on the exterior is expected for this building.
- + New IT infrastructure throughout the entire building (add alternate A - See project cost model).
- + Major demolition of the interior of the existing auditorium seating, walls, and ceiling to provide a renovation including a flat floor and open ceiling to be used as the Kinesiology Lab (add alternate B - see project cost model).
- + Improvement of one large classroom and two small seminar rooms into two large classrooms (add alternate C - see project cost model).
- + Transformation of existing third floor lab and office spaces into one large science teaching lab (add alternate D - see project cost model).

FERGUSON HALL - BUILDING DESCRIPTION



Building GSF (gross square feet): 16,741 SF

First Level: 5,627 SF

Second Level: 5,627 SF

Third Level: 5,487 SF

Year Built: 1947; major renovation was in 1983.

FERGUSON HALL - INTENDED OCCUPANTS







+ Counseling Center:

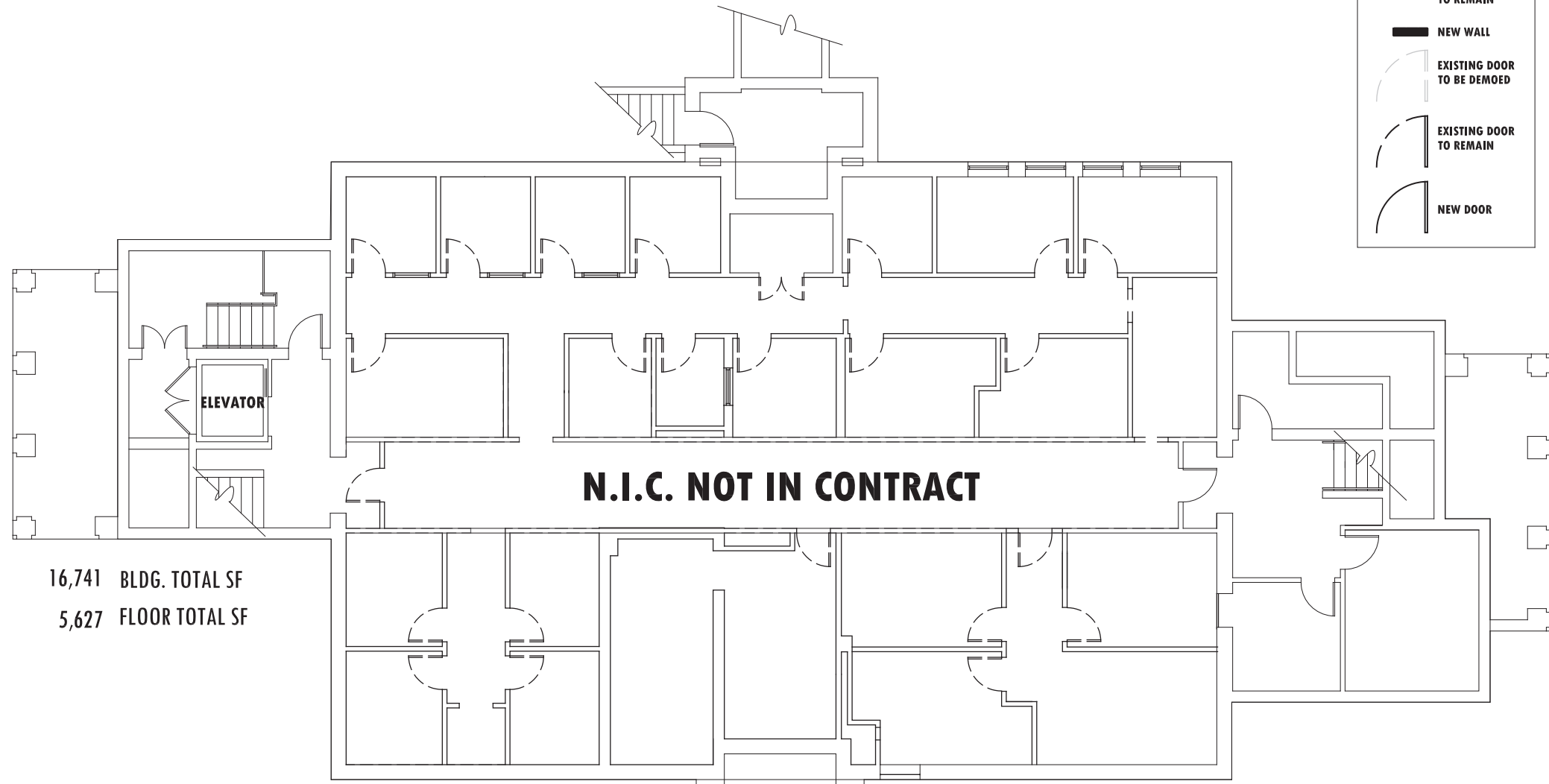
The existing Counseling Center building is planned to be demolished due to its age, condition, location on the campus and plan for parking in its current location.

+ Testing Center and Career Management:

These two areas are currently located in different campus buildings and bringing them together will assist their collaboration and potentially reduce staff requirements. It also frees-up space in the existing Clark Student Center for expanding programs and Hardin South for future renovations.







FERGUSON HALL - FIRST FLOOR PLAN

LEGEND	
	EXISTING WALL TO BE DEMOED
	EXISTING WALL TO REMAIN
	NEW WALL
	EXISTING DOOR TO BE DEMOED
	EXISTING DOOR TO REMAIN
	NEW DOOR




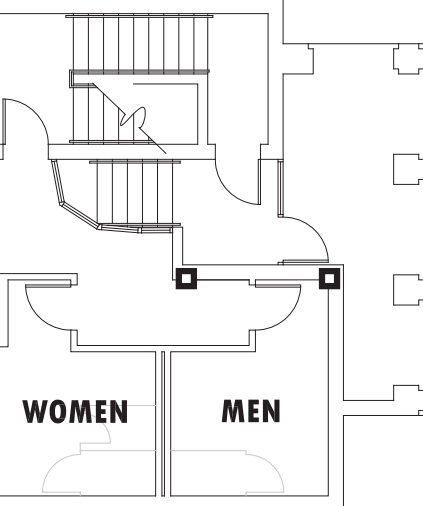
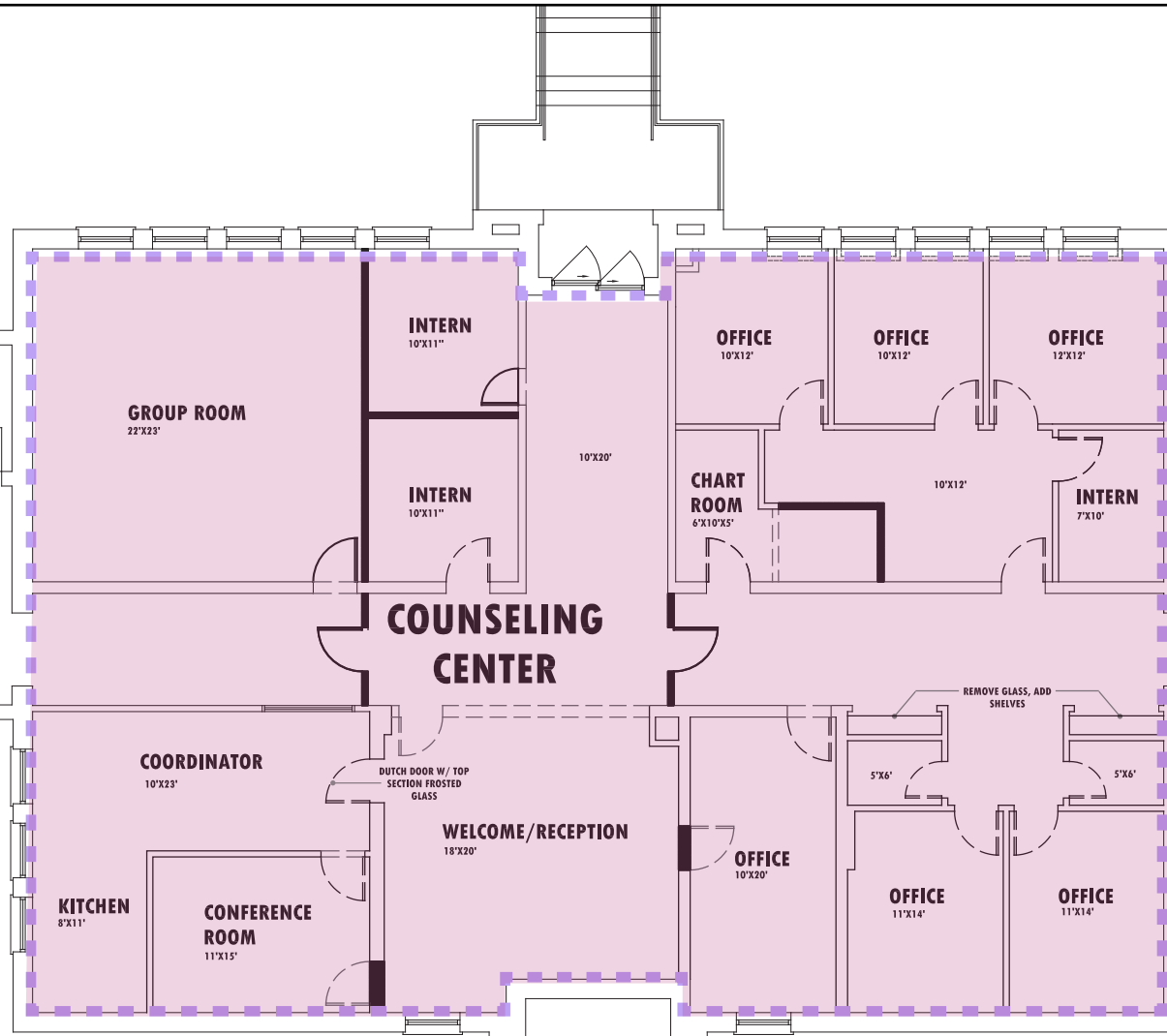
16,741 BLDG. TOTAL SF
5,627 FLOOR TOTAL SF

FERGUSON HALL - SECOND FLOOR PLAN

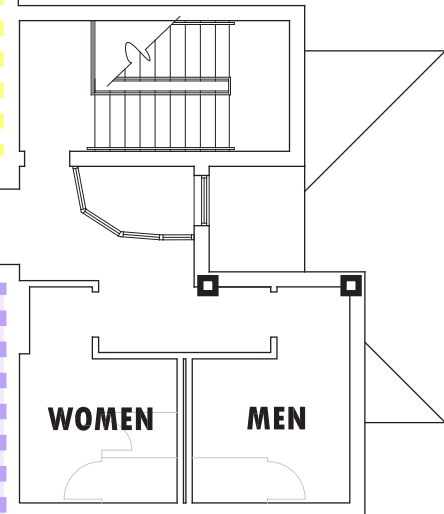
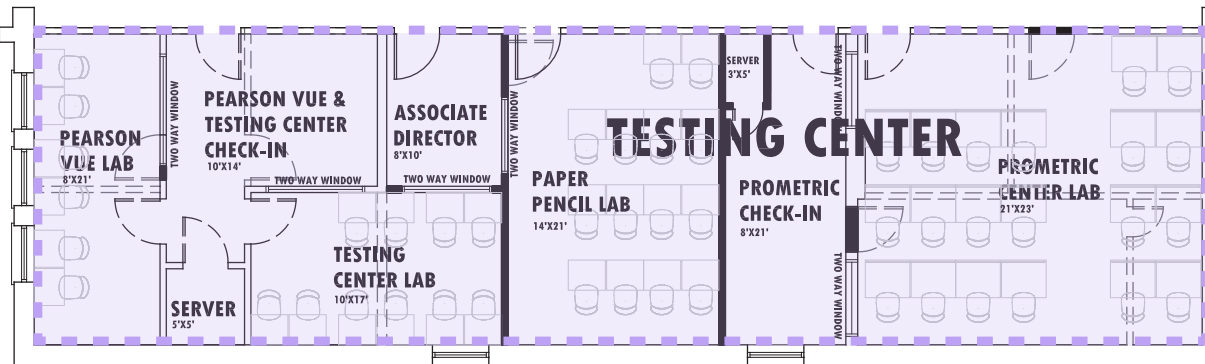
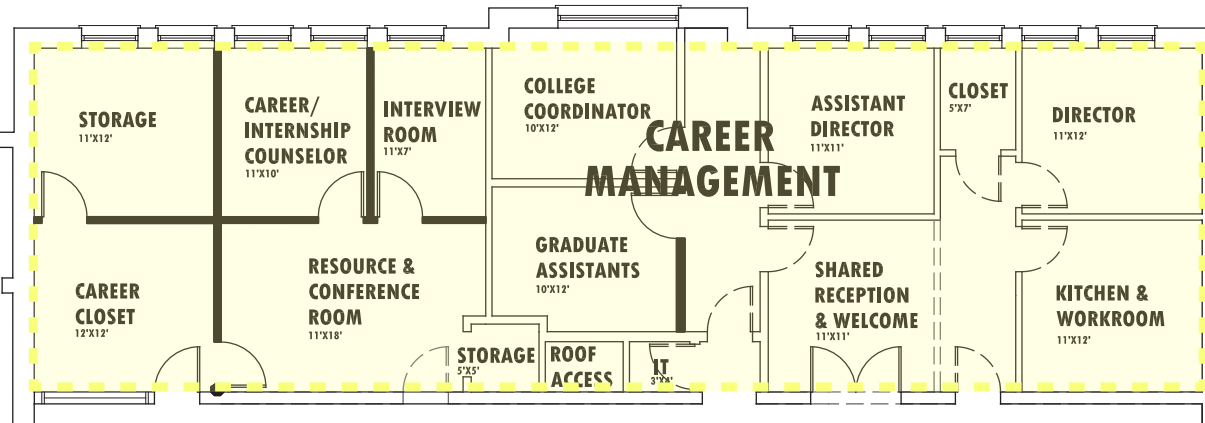
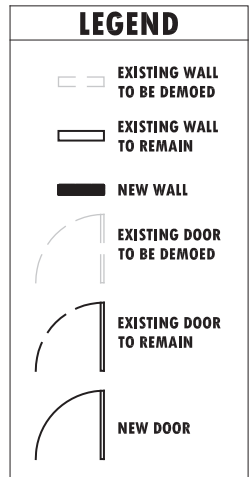
LEGEND	
	EXISTING WALL TO BE DEMOED
	EXISTING WALL TO REMAIN
	NEW WALL
	EXISTING DOOR TO BE DEMOED
	EXISTING DOOR TO REMAIN
	NEW DOOR

16,741 BLDG. TOTAL SF
5,627 FLOOR TOTAL SF

 COUNSELING CENTER



FERGUSON HALL - THIRD FLOOR PLAN



16,741 BLDG. TOTAL SF
5,487 FLOOR TOTAL SF

CAREER MANAGEMENT
 TESTING

FERGUSON HALL - PROPOSED SCOPE OF WORK

- + Targeted demolition to achieve the revised layouts.
- + Targeted renovation of new partitions, doorways, electrical, IT, and HVAC adjustments to meet the revised layouts.
- + Confirm ADA compliant door hardware.
- + Confirm ADA compliant building entryways.
- + Confirm ADA compliant Restrooms (all floors).
- + No work on the exterior is expected for this building (exception is an alternate for adding windows in the lowest level for the Counseling Center)
- + New IT infrastructure throughout the entire building (add alternate A - see project cost model).

TOTAL PROJECT COST MODEL

The following descriptions define the estimated costs that would be required for both Bridwell Hall and Ferguson Hall. The cost estimate has been created to address the scope of work listed in the preceding pages using unit pricing that both the University and Holzman Moss Bottino Architecture is comfortable with based on recent renovations on this campus.

The total project cost is divided into three areas to represent the entire anticipated costs for the project. These areas include CONSTRUCTION COSTS, OTHER COSTS (FURNITURE, FIXTURES, AND EQUIPMENT, PROFESSIONAL FEES, and OWNER'S ADMINISTRATIVE COSTS) and POTENTIAL ADD ALTERNATES. This estimate also provides a contingency for each of these cost components.

TOTAL PROJECT COST MODEL

	Bridwell Hall			Ferguson Hall		
	Code and Minor Renovations			Code and Minor Renovations		
	Unit Cost	SF	Subtotal	Unit Cost	SF	Subtotal
CONSTRUCTION COSTS						
Site Work						
A. Site Preparation			\$0			\$0
B. Landscape, Hardscape and Signage			\$0			\$0
C. Utilities and Infrastructure			\$0			\$0
D. Parking Repair/ Replacement			\$0			\$0
Building Construction						
A. New Construction			\$0			\$0
B. IT/ AV Improvements:			\$0			\$0
C. Painting and Cleaning						
+First Level	\$5	6,600 nsf	\$33,000			
+Second Level	\$5	5,900 nsf	\$29,500	\$5	4,230 gsf	\$21,150
+Third Level	\$5	5,670 nsf	\$28,350	\$5	2,230 gsf	\$11,150
D. Minor Renovation (walls, doors, HVAC, electrical)						
+First Level	\$55	4,070 nsf	\$223,850			
+Second Level	\$55	3,185 nsf	\$175,175	\$60	800 gsf	\$48,000
+Third Level	\$55	2,365 nsf	\$130,075	\$60	2,270 gsf	\$136,200
E. Major Renovation						
+Current lecture hall into flat-floor K-Lab			\$0			\$0
F. Demolition			\$65,000			\$35,000
SUB-TOTAL			\$684,950			\$251,500
Construction Manager & Related Costs						
A. General Conditions	9%		\$61,646	9%		\$22,635
B. Construction Manager Fee	5%		\$34,248	5%		\$12,575
C. Design Contingency (will be \$0 at the end of CD's)	3%		\$20,549	3%		\$7,545
D. Construction Contingency	5%		\$34,248	5%		\$12,575
Total Construction Cost			\$835,639			\$306,830

Non-anticipated
Non-anticipated
Non-anticipated
Non-anticipated

No new construction in any location
See Add-Alternates below for this budget
Very minimal work involved
no work on this floor

Includes minor ADA and Code Compliance
no work on this floor

See Add-Alternates below for this budget

TOTAL PROJECT COST MODEL (CONTINUED)

Total Project Cost Model Bridwell Hall and Ferguson Hall

	Bridwell Hall		
	Code and Minor Renovations		
	Unit Cost	SF	Subtotal
OTHER PROJECT COSTS			
FF&E			
A. Furniture, Fixtures and Equipment			\$0
Owner's Administrative Costs			
A. Relocation Costs	\$1.00	34,700 nsf	\$34,700
B. University Project Management	3.00%		\$25,069
Professional Fees			
A. Architects/ Engineers Basic Services	8.00%		\$66,851
B. Special Consultants: Audio-Video, IT, etc.	1.00%		\$8,356
C. Reimbursable Expenses (5% of Basic Services Fee)	2.0%		\$1,337
Total Other Project Costs			\$136,314
Other Project Cost Contingency	8.0%		\$10,905
TOTAL PROJECT BUDGET			\$982,858

Potential Annual Cost Escalation: TBD based on schedule

Total Contingencies

TOTAL OF BOTH PROJECTS
\$1,344,509

TARGET BUDGET: \$1,713,553

\$65,701

NOTES:
44,037 Building GSF

	Ferguson Hall		
	Code and Minor Renovations		
	Unit Cost	SF	Subtotal
			\$0
	\$1.00	13,450 nsf	\$13,450
	3.00%		\$9,205
	8.00%		\$24,546
	1.00%		\$3,068
	2.0%		\$491
			\$50,761
	8.0%		\$4,061
			\$361,651

TARGET BUDGET: \$100,000 - \$200,000

\$24,181

NOTES:
16,741 Building GSF

Assumes all furniture will be existing and relocated

Assumes moving existing furniture

POTENTIAL PROJECT ADD-ALTERNATES			
A. IT Infrastructure Upgrades	\$6	34,700 nsf	\$208,200
Related construction, contingency, testing and soft costs	43%		\$89,526
TOTAL IT INFRASTRUCTURE UPGRADES			\$297,726
B. Kinesiology Lab	\$100	2,600 nsf	\$260,000
Related construction, contingency, testing and soft costs	43%		\$111,800
TOTAL KINESIOLOGY LAB			\$371,800
C. 2nd Floor west classrooms reallocation (from 1 to 2)	\$55	1,675 nsf	\$92,125
Related construction, contingency, testing and soft costs	43%		\$39,614
TOTAL WEST CLASSROOMS			\$131,739
D. 3rd Floor Science lab	\$55	2,635 nsf	\$144,925
Related construction, contingency, testing and soft costs	43%		\$62,318
TOTAL 3RD FLOOR SCIENCE LAB			\$207,243

	\$6	13,450 gsf	\$80,700
	43%		\$34,701
			\$115,401

Includes the entire building IT infrastructure

SCHEDULE

- +Initiated Study: February 2018
- +Introductory Meeting: March 6, 2018
- +Graduate School and Counseling Center Conference Call: April 2, 2018
- +Project Overview Conference Call: April 4, 2018
- +Cost Estimate Client Review: April 19, 2018
- +Project Completion: June 1, 2018

PARTICIPANTS

Midwestern State University
Wichita Falls, TX

Dr. Marilyn Fowle, Vice President for Administration and Finance
Dr. James Johnston, Provost and Vice President for Academic Affairs
Dr. Keith Lamb, Vice President for Student Affairs and Enrollment Management
Kyle Owen, Associate Vice President for Facilities Services

Dr. Matthew Capps, Dean, Gordon T. And Ellen West College of Education
Dr. Kathryn Zuckweiler, Dean, Dr. Billie Doris McAda Graduate School
Dr. Kristen Garrison, Associate Vice President for Undergraduate Education and Assessment
Dr. Pamela Morgan, Director, Continuing, Professional, and Distance Education
Dr. Pam Midgett, Counseling Center Director
Juliana Lehman
Samuel Watson
Randy Glean
Dirk Welch
Lynn Ducioame

Holzman Moss Bottino Architecture
New York, NY

Douglas Moss, AIA, LEED AP; Partner-in-Charge
Ermira Kasapi; Project Designer/ Manager
Alyson Kritiz; Design Team Member

AGREEMENT BETWEEN
MIDWESTERN STATE UNIVERSITY
AND

for

This Agreement is made as of (_____ the “Effective Date”), by and between:

The Owner: The Board of Regents c/o
Midwestern State University
3410 Taft Blvd.
Wichita Falls, Texas 76308

and

The Architect:

for

The Project:

The Owner and the Architect agree as follows:

ARTICLE 1
ARCHITECT’S SERVICES

Architect agrees to perform the services specifically described in Exhibit 1 and all other professional services reasonably inferable from Exhibit 1 and necessary for complete performance of Architect’s obligations under this Agreement (collectively, “Architect’s Services”). To the extent of any conflict between the terms in Exhibit 1 and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 2
ARCHITECT’S RESPONSIBILITIES

Architect agrees to use Architect's best efforts, skill, judgment, and abilities so as to perform Architect's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Architect shall at all times provide sufficient personnel to accomplish Architect's Services in a timely manner. Architect shall

manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Architect's obligations under this Agreement.

Architect agrees to perform Architect's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

Architect's Services shall be reasonably accurate and free from material errors or omissions. Architect shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Architect without any additional cost or expense to Owner.

Architect shall designate a representative primarily responsible for Architect's Services under this Agreement. The designated representative shall act on behalf of Architect with respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

The Project Architect shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, with a minimum limit of \$500,000 each claim and \$500,000 aggregate. The fees for such insurance will be at the expense of the Project Architect. Project Architect shall deliver a Certificate of Insurance indicating the expiration date, and existence, of the Project Architect's professional liability insurance before commencement or continuation of performance of the services under this Agreement.

ARTICLE 3 THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Architect with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Architect and as reasonably necessary for the completion of Architect's Services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

The Owner will review the Architect's drawings, specifications and other documents of service produced by Architect's in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. Owner will notify Architect of any design fault or defect in Architect's Services or Design Documents of which Owner becomes aware.

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Architect's Services.

The Owner designates Mr. Kyle Owen as its representative authorized to act in the Owner's behalf with respect to the Project.

ARTICLE 4 OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by Architect as instruments of service are and shall remain the property of the Architect whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner's use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Architect.

ARTICLE 5 DISPUTE RESOLUTION

To the extent that Chapter 2260 of the Texas Government Code ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, by Owner and Architect to attempt to resolve any claim for breach of contract made by Architect. All Architect contract claims must be submitted in accordance with the procedures and requirements of Chapter 2260 and the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

In accordance with Chapter 2260, the Owner designates Mr. Kyle Owen as its representative for the purpose of reviewing Architect's claim(s) and negotiating with Architect in an effort to resolve such claim(s).

ARTICLE 6 PROJECT TERMINATION OR SUSPENSION

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven day notice period. This Agreement may be terminated by the Owner for any reason upon 15 days written notice to Architect.

In the event of termination through no fault of the Architect, Architect shall be equitably compensated for all Architect Services performed and Reimbursable Expenses incurred prior to termination in accordance with this Agreement.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Architect and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

Assignment. This Agreement is a personal service contract for the services of Architect, and Architect's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Applicable Law. This Agreement shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law.

Waiver. A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

Independent Contractor. Architect recognizes that Architect is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide Architect or its employees with any benefits normally associated with employee status. Architect will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Eligibility Certification. Pursuant to Section 2155.004, *Texas Government Code*, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state

corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Architect in the performance of services for Owner, which is not generally known to the public, shall be confidential and Architect shall not disclose any such confidential information, unless required by law. Architect shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Ethic's Policy's, located in the University's Policy and Procedure's Manual, numbers 2.25 and 3.314, and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's policy's, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Facsimile notices are deemed effective on the first business day following the date the facsimile notice is received. Notices shall be sent to the following addresses:

To Owner: Stephen Shelley Director of Purchasing/Contract Management
Midwestern State University
3410 Taft Blvd.
Wichita Falls, Texas 76308

Fax No. 940-397-4530

With Copy to: Mr. Barry L. Macha General Council
Midwestern State University
3410 Taft Blvd.
Wichita Falls, Texas 76308

Fax No. 940-397-4530

To Architect:

Tel No.

The parties may designate alternative persons or addresses for receipt of notices by written notice.

ARTICLE 8
DIRECT SALARY EXPENSE

Direct Salary Expense ("DSE") is defined as the actual salaries of the Architect's personnel directly engaged on the Project, expressed on an hourly wage basis prior to deductions for employment taxes and employee-paid benefits. DSE shall not include the costs of mandatory and customary employer provided contributions and employee benefits, overhead expenses or profit relating to the Project. Any multiplier applied to the DSE shall be for the purpose of covering all employer provided contributions and employee benefits, overhead expenses, and profits.

Prior to commencing Architect's Services, Architect shall identify all personnel who will be assigned to the Project along with their titles and DSE hourly wage.

ARTICLE 9
REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to Compensation for Architect's Services and include actual and reasonable expenses incurred by the Architect, its employees and its Architects solely and directly in connection with the performance of Architect's Services for the following:

Expense of transportation (including coach class air travel) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Architect and its Architects.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Architect and the Architect's Architects.

ARTICLE 10 ADDITIONAL SERVICES

Additional Services are services not included in the Architect's Services and not reasonably inferable from Architect's Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Architect shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Architect shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Upon acceptance by Owner, each Additional Services Proposal and the services performed by Architect pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 11 PAYMENTS TO ARCHITECT

Architect shall present monthly Applications for Payment to the Owner detailing the Architect's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Architect shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify Architect whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Architect for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due Architect such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Architect or failure of Architect to perform its obligations under this Agreement.

ARTICLE 12
ARCHITECTS ACCOUNTING RECORDS

Records of Architect costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs Architect in writing. Architect's records shall be kept on the basis of generally accepted accounting principles.

ARTICLE 13
INSURANCE

For services performed on Owner's premises, the Service Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Business Auto Liability	
Combined Single Limit	\$1,000,000 each occurrence
Worker's Compensation	Statutory Limits

Services Provider shall include the Owner as an additional insured on the General Liability policy, and the Worker's Compensation policy shall include a waiver of subrogation in favor of the Owner.

Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

Upon request the Service Provider shall furnish complete sets of its insurance policies to Owner for review.

ARTICLE 14
INDEMNITY

The Services Provider shall hold Owner, Midwestern State University, and the Regents, officers, agents and employees of both institutions harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner, their Regents, officers, employees, customers, agents, successors and assigns against any damage or claim of any type arising from the negligent or intentional acts or omission of the Services Provider, its employees, agents and/or assigns.

ARTICLE 15
ARCHITECT'S COMPENSATION

The Architect's Compensation for Architect's Services shall be as described in Exhibit 1. The maximum fee for Architect's Services shall not exceed _____ Dollars (\$_____).

The Architect's Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

For Reimbursable Expenses approved by the Owner, a multiple of one and one-tenth (1.10) times the actual expense incurred by Architect, its employees or its Architects.

The Owner and Architect have entered into this Agreement as of the Effective Date.

MIDWESTERN STATE UNIVERSITY: _____ :

By: _____

Print Name:

Date:

Title:

By: _____

Print Name:

Date:

Title:

EXHIBITS