



Stephen F. Austin State University

Procurement and Business Services
Nacogdoches, Texas 75962-3030
Phone (936) 468-2206 * Fax (936) 468-4282

PO Number: P19A2760
PO Date: 03/05/19
Delivery Date: 08/31/24

Supplier:

Kirksey Architects, Inc.
6909 Portwest Dr
Houston TX 77024-8010

**CONFIRM RECEIPT OF PURCHASE ORDER AND
ACCEPTANCE OF DELIVERY DATE
BY EMAILING PURCHASE@SFASU.EDU.**

johnsondk6@sfasu.edu

Send Billing Invoice to:
Stephen F. Austin State University
P.O. Box 6085
Nacogdoches, TX 75962-6085
ATTN: Accounts Payable

Ship to: Shelby Childress
Physical Plant
Physical Plant 101
2104 Wilson Dr
SFA Box 13031

Nacogdoches TX 75962

Terms: Net 30
FOB: Construction Project

**PURCHASE ORDER NO. MUST APPEAR ON ALL
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
1	BOARD APPROVAL - October 29, 2018, November 1,2021 and July 2022 Construct and Renovate Student Dining Facility President authorized to sign all associated contracts and purchase orders Funding source: Revenue Bonds ---- In accordance with RFQ#AE-BLDG PROJECTS-2018 opened 9/06/2018, Architect Agreement, Addendum 1, and Amendments per iContracts #614455. ---- RE: P1902760 000P90607B PROF SRV, ARCHITECT - CAPITALIZED	1.00 SRV	1,161,300.0000	1,161,300.00

Purchaser: Kay Johnson (936) 4684037
Vendor ID: **20353540** Collegiate Licensed:
Req No: Employee/Employee Relationship:
Blanket Order:
HUB Status: Purchase Class: **Competitive Solicitation**

ADDITIONAL CHARGE:
DISCOUNT/TRADE-IN:
TOTAL: CONTINUED

Vendor Warrant Hold process runs nightly and terminates any vendors on hold. Vendor EPLS status verified by Purchaser.

949110-30220-772563 \$1,161,300.00
949110-30220-772563 \$5,000.00



Stephen F. Austin State University

Procurement and Business Services
 Nacogdoches, Texas 75962-3030
 Phone (936) 468-2206 * Fax (936) 468-4282

PO Number: P19A2760
PO Date: 03/05/19
Delivery Date: 08/31/24

Supplier:

Kirksey Architects, Inc.
 6909 Portwest Dr
 Houston TX 77024-8010

**CONFIRM RECEIPT OF PURCHASE ORDER AND
 ACCEPTANCE OF DELIVERY DATE
 BY EMAILING PURCHASE@SFASU.EDU.**

johnsondk6@sfasu.edu

Send Billing Invoice to:
 Stephen F. Austin State University
 P.O. Box 6085
 Nacogdoches, TX 75962-6085
 ATTN: Accounts Payable

Ship to: Shelby Childress
 Physical Plant
 Physical Plant 101
 2104 Wilson Dr
 SFA Box 13031

 Nacogdoches TX 75962

Terms: Net 30
FOB: Construction Project

**PURCHASE ORDER NO. MUST APPEAR ON ALL
 SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
2	To provide architectural services related to the construction and renovation of Student Dining Hall Facility version II redesign. ---- Basic Services: \$1,161,300 000P90607B PROF SRV, ARCHITECT - CAPITALIZED Reimbursable expenses: Not to exceed \$5,000 ---- Quantity and units shown are estimates for internal purposes only. Payment shall be made only for actual reimbursable expenses allowed per the agreement.	5,000.00 SRV	1.0000	5,000.00

Purchaser: Kay Johnson (936) 4684037
 Vendor ID: **20353540** Collegiate Licensed:
 Req No: Employee/Employee Relationship:
 Blanket Order:
 HUB Status:

ADDITIONAL CHARGE:	.00
DISCOUNT/TRADE-IN:	.00
TOTAL:	1,166,300.00

Purchase Class: Competitive Solicitation

Vendor Warrant Hold process runs nightly and terminates any vendors on hold. Vendor EPLS status verified by Purchaser.

949110-30220-772563 \$1,161,300.00
 949110-30220-772563 \$5,000.00

CONSTRUCT AND RENOVATE STUDENT RESIDENTIAL AND
DINING FACILITIES
AMENDMENT NO. 2 TO ADDENDUM 1

This Construct and Renovate Student Residential and Dining Facilities Amendment No. 2 to the A-E Agreement amends and supplements the Agreement between Stephen F. Austin State University (“Owner”) and Kirksey Architects, Inc. (“A-E”)

WHEREAS, Owner and AE entered into an agreement dated *March 5, 2019* (the "Agreement") and subsequent addendum dated *February 27, 2020* and amendment dated *March 5, 2020* for the provision of professional services in connection with *for the design of a Fine Arts Expansion Initiative, and Construct and Renovate Student Residential and Dining Facilities on the campus of Stephen F. Austin State University*; and

WHEREAS, Owner and A-E seek to amend the terms of the A-E Agreement to incorporate the changes set forth herein;

NOW, THEREFORE, it is hereby agreed as follows:

The paragraph in the Construct and Renovate Student Residential and Dining Facilities, Amendment No.1 to Addendum 1, regarding payments to the A-E reads as follows:

“2. Payments to A-E.

Payments of basic percentage fees shall be made monthly in proportion to the services performed according to the following percentages, at the completion and acceptance of each phase of the Work.

Programming Phase	0.00%	\$ 0
Schematic Design Phase	15.00%	\$ 341,280
Design Development Phase	20.00%	\$ 455,040
Construction Documents Phase	40.00%	\$ 910,080
Bidding or Negotiation Phase	5.00%	\$ 113,760
Construction Administration Phase	18.00%	\$ 409,536
Record Drawing/ Close Out Phase	2.00%	\$ 45,504
TOTAL FEE	100.00%	\$ 2,275,200
Re-Design Phase		\$ 128,000
REVISED TOTAL FEE		\$ 2,403,200
Residence Hall	52%	\$1,323,200
Dining Hall	48%	\$1,080,000

Additional Services Fees

Furniture, Fixtures & Equipment	\$ 49,500
Brand Integration and Graphics	\$ 49,750
 Total	 \$99,250

The paragraph in the Construct and Renovate Student Residential and Dining Facilities, Addendum 1, regarding Reimbursable expense payments to the A-E reads as follows

“4. Reimbursable Expenses

Reimbursable expense for the Construct and Renovate Student Residential and Dining Facilities Project are not to exceed \$68,000.

It is here by amended to read:

“2. Payments to A-E.

Amounts listed are actual amounts paid for services performed on the original dining hall design.

Programming Phase		\$ 0
Schematic Design / Program Verification Phase		\$ 341,280
Design Development Phase		\$ 239,040
Construction Documents Phase		\$ 478,080
Bidding or Negotiation Phase		\$ 0
Construction Administration Phase		\$ 0
Record Drawing/ Close Out Phase		\$ 0
 TOTAL FEE		 \$ 1,058,400
 Re-Design Phase		 \$ 128,000
 REVISED TOTAL FEE		 \$ 1,186,400
 Residence Hall	52%	\$1,024,400
Dining Hall	48%	\$ 162,000

Additional Services Fees

Furniture, Fixtures & Equipment	\$ 0
Brand Integration and Graphics	\$ 0
 Total	 \$ 0

“4. Reimbursable Expenses

Reimbursable expense for the Construct and Renovate Student Residential and Dining Facilities Project are not to exceed \$0.

EXTENDED BASIC SERVICES

A-E agrees to provide the additional service work for basic services related to Dining Hall version II redesign. Payments of basic percentage fees shall be made monthly in proportion to the services performed according to the following percentages, at the completion and acceptance of each phase of the Work as set forth in Exhibit A.

Programming Phase	0.00%	\$ 0
Schematic Design / Program Verification Phase	10.00%	\$ 116,130
Design Development Phase	15.00%	\$ 174,195
Construction Documents Phase	35.00%	\$ 406,455
Bidding or Negotiation Phase	5.00%	\$ 58,065
Construction Administration Phase	35.00%	\$ 406,455
Record Drawing/ Close Out Phase	0.00%	\$ 0
TOTAL FEE	100.00%	\$ 1,161,300

Reimbursable Expenses:
Reimbursable expense not to exceed \$5,000.

AGREEMENT TERM

This agreement shall achieve final completion no later than August 31, 2024.

All other terms and recitals in the A-E Agreement shall remain in full force and effect. This Amendment shall supersede the A-E Agreement as to the terms amended.

**Stephen F. Austin State
University**

E-SIGNED by Steve Westbrook
By: on 2022-12-21 09:48:15 CST

Name: Steve Westbrook

Title: Interim President

Date: December 21, 2022

Kirksey Architects, Inc.

E-SIGNED by Steve Durham
By: on 2022-12-21 17:19:43 CST

Name: Steve Durham

Title: Executive Vice President

Date: December 21, 2022

Exhibit A

CLIENT Stephen F. Austin State University, a public institution of higher education

PROJECT SFA East Campus Dining Hall

KIRKSEY PROJECT # 2022255

proposal

This Proposal is by and between Kirksey Architects, Inc. d/b/a Kirksey ("Architect") and Client. Client wishes to retain Kirksey to provide services in connection with the Project described as follows:

Design of a free-standing dining facility of approximately 20,000 square feet and 5,000 square feet Pavilion. Both are to be located at the corner of College and Wilson Drive where Residence Hall 16 is currently located. The building construction will be a hybrid of mass timber and steel superstructure. Kirksey will be the architect of record for the design of the building's exterior, foundation, structural system, infrastructure, any exposed interior building elements (i.e. mass timber), and overall code compliance.

The client has a limited construction cost of Thirteen Million Dollars (\$13,000,000). There is Eleven Million Five Hundred Thousand Dollars (\$11,500,000) for the dining hall, and One Million Five Hundred Thousand Dollars (\$1,500,000) for pavilion. The interior building design is excluded from the contract. The construction cost includes minimal AV equipment.

The client's Dining Service contractor (Chartwells) will carry the kitchen equipment cost and the cost for interior design of dining hall and pavilion performed by Omniplan. Chartwells is carrying an assumed cost of Six Million Three Hundred and Fifty-Five Thousand Dollars (\$6.355MM). The interior design professional, Omniplan, will perform services for interior design and coordination of it, which includes the procurement, delivery, and set-in place management for kitchen and server equipment, as well as the digital signage, graphics, and point of sale technology.

1 SERVICES

The specific Basic Services proposed by the Architect and the initial assumptions made with respect to the provision of such services are described in the **Scope of Services** attachment. Additional or specifically excluded services may also be described in the **Scope of Services** and the **Terms and Conditions previously set fourth**.

2 COMPENSATION AND PAYMENT

The consideration payable to the Architect for the Architect's services and reimbursable expenses and the times and method of payment are set forth in the **Compensation** attachment and the **Terms and Conditions previously set fourth**.

3 SCHEDULE OF SERVICES

The schedule for performance of the Architect's services is set forth in the **Schedule** attachment and the **Terms and Conditions previously set fourth**.

4 TERMS AND CONDITIONS OF SERVICE

Other terms and conditions of service are set forth in the **Terms and Conditions previously set fourth**.

Upon execution, the Architect is authorized to proceed with services under the terms, conditions, and parameters contained herein. This Proposal may be amended only in writing with the signature

of both parties, although the parties acknowledge that these terms, conditions, and parameters may later be converted to an appropriate AIA form agreement or other document.

E-SIGNED by Steve Durham
on 2022-12-21 17:19:54 CST

KIRKSEY ARCHITECTS, INC.

By: Steve Durham
Title: Executive Vice President
Date: December 21, 2022

E-SIGNED by Steve Westbrook
on 2023-01-02 10:29:44 CST

STEPHEN F. AUSTIN STATE UNIVERSITY

By: Dr. Steve Westbrook, Ed. D
Title: Interim President
Date: January 02, 2023

1 GENERAL

scope of services

The specific Basic Services to be provided by the Architect, and the initial assumptions made with respect to the provision of such services, are described below. Services not identified as Basic Services constitute Additional Services for which additional compensation may be due.

2 INITIAL ASSUMPTIONS

1. The client has a limited construction cost of Thirteen Million Dollars (\$13,000,000). There is Eleven Million Five Hundred Thousand Dollars (\$11,500,000) for the dining hall, and One Million Five Hundred Thousand Dollars (\$1,500,000) for pavilion. The interior building design is excluded from the contract.
2. The client's Dining Service contractor (Chartwells) will include the kitchen equipment cost and the cost for interior design of dining hall and pavilion performed by Omniplan, the interior design professional. Chartwells is carrying an assumed cost of Six Million Three Hundred and Fifty-Five Thousand Dollars (\$6.355MM) for the equipment and associated items.
3. Omniplan will perform services for interior design and coordination, which includes the procurement, delivery, and set-in place management for kitchen and servery equipment, as well as the digital signage, graphics, and point of sale technology.
4. The demolition of Residence Hall 16 (Phase 1) is outside of this project scope.
5. The client and selected general contractor shall confirm that the demolition of the Residence Hall 16 (Phase 1) will include the following: the removal all existing slab, beams and grade beams. The removal of the top two feet of existing concrete piers (removal of entire pier is not anticipated. Removal of entire pier will disturb the existing soils, which can lead to having a structural slab or a significant amount of additional soil remediation to allow for a typical slab on ground).
6. This scope also excludes any work at the existing East College Cafeteria/Dining Hall, Eatery on the East.
7. The site will be surveyed during/after the demolition of Residence Hall 16 (Phase 1) to include the survey of existing piers and all existing utilities.
8. The site scope for this project remains within the assumed property lines of the existing Residence Hall 16 building and site.
9. Package Two 'a' (Phase 2a) of the project will only include the site and underground site utilities, up to five feet to the building. This excludes slab and structural foundation work.
10. Package Two 'b' (Phase 2b) of the project will include the building design of the dining hall and pavilion. The architect will provide the design of the building exterior, foundation, structural system, and infrastructure. The interior design is outside the scope of work and managed by Omniplan.
11. Kirksey will be the Architect of Record for the building exterior, foundation, structural system, infrastructure, and any exposed mass timber and overall building code compliance.

12. Accessibility compliance will be in Omniplan's scope of work. Kirksey will maintain the accessibility compliance for the site items and sidewalk leading up to the building.
13. Kirksey will coordinate with Omniplan the infrastructure needs for the kitchen equipment requirements and interior spaces (server equipment, digital signage, graphics, point of sale technology, and furniture).
14. SWPPP is not included in this scope.
15. Energy model for alternative compliance path of International Energy Conservation Code and Commissioning not included in this scope.
16. Fire alarm device and sprinkler head layout not included in the scope however Performance Specifications for the fire sprinkler system will be provided.
17. Redesign or significant revisions caused by changes to previously approved work may require additional services for changes to the documents.

3 BASIC SERVICES

The Architect's Basic Services consist of those described herein and include services of the following consultants:

Civil Engineering Services; Landscape Architecture; Structural Engineering Services; MEP Engineering Services; and IT/Data/Security Consulting.

Additional specialty consultants are excluded from the fee.

PROGRAM DESIGN PHASE SERVICE

3.1.1 The Architect shall consult with the Client regarding the Client's goals and objectives for the Exterior Building only. Architect shall conduct a visioning session with Client team, using exercise image extravaganza. Deliverable for this portion is the Design Guide.

3.1.2 The Architect shall review conceptual diagrams with the Client, and provide a final layout for the Client's approval. Deliverable includes site plan and perspective of new building on existing campus.

SCHEMATIC DESIGN PHASE SERVICES

3.1.3 The Architect shall review and evaluate general parameters for the Project and thereafter confirm with the Client the requirements for the Project, including the cost of work. Based upon the agreed-upon requirements, the Architect shall prepare Schematic Design Documents illustrating the scale and relationship of Project components. The documents may consist, each as appropriate or agreed, of drawings and other documents including a site plan, and preliminary building plans, sections and elevations as well as a combination of study models, perspective sketches, or digital modeling of only the exterior building. The Architect shall submit the Schematic Design Documents to the Client for the Client's written approval.

DESIGN DEVELOPMENT PHASE SERVICES

3.1.4 The Architect shall consider, if any, the Client's revision of Project requirements or changes in the cost of work. Based upon the agreed-upon requirements and approved Schematic Design

Documents, the Architect shall prepare Design Development Documents further refining the Schematic Design. The documents may consist, each as appropriate or agreed, of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems, as well as outline specifications identifying major materials and systems. The Architect shall submit the Design Development Documents to the Client for the Client's written approval.

CONSTRUCTION DOCUMENTS PHASE SERVICES

3.1.5 The Architect shall consider, if any, the Client's revision of Project requirements or changes in the cost of work. Based upon the agreed-upon requirements and approved Design Development Documents, the Architect shall prepare Construction Documents further refining the Design Development Documents and consisting of drawings and specifications setting forth the quality levels of materials and systems and other requirements for construction of the work. The Architect shall submit the Construction Documents to the Client for the Client's written approval.

NEGOTIATION PHASE SERVICES

3.1.6 The Architect shall assist the Client by distributing bidding documents as reasonably required to prospective bidders, conducting a pre-bid conference (if appropriate), preparing responses, clarifications, and interpretations of the bidding documents, and documenting the opening and responsiveness of the bids received. The Architect shall consider requests for substitutions, if permitted, and thereafter prepare and distribute addenda identifying approved substitutions to prospective bidders.

CONSTRUCTION PHASE SERVICES

3.1.7 The Architect's responsibility to provide Construction Phase Services commences with the issuance of Notice to Proceed for construction and terminates at the earlier of the issuance of the final certificate for payment or 60 days after the date of substantial completion.

3.1.8 The Architect shall not have control over or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, nor shall the Architect be responsible for the contractor's failure to perform or for acts or omissions of the contractor or of any other persons or entities performing the work.

3.1.9 Subject to the parameters below, the Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of work completed and to determine, in general, if the work observed is being performed in a manner indicating that it will be in accordance with the contract documents when fully completed. The Architect, however, shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of these visits, the Architect shall report to the Client those deviations, defects, and deficiencies observed in the work.

3.1.10 The Architect shall review and certify amounts due the contractor based upon the Architect's site visit observations and the data in each application for payment. Such certificates indicate the Architect's belief that the work has progressed to the point indicated and the quality is in accordance with the contract documents, each subject to qualification, if noted. Moreover, the issuance of a certificate for payment shall not be a representation that the Architect has made exhaustive or continuous on-site inspections of the quality or quantity of the work, reviewed construction means, methods, techniques, or sequences, reviewed requisitions or other data to

substantiate the contractor's right to payment, or ascertained how or for what purpose the contractor has used funds previously paid.

3.1.11 The Architect shall review and take appropriate action upon contractor's submittals such as shop drawings but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's review shall not address the accuracy and completeness of other information such as dimensions or quantities or constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures.

3.1.12 The Architect may authorize minor changes that are consistent with the intent of the Contract Documents and do not involve an adjustment in the cost of work or an extension of the time. Subject to the parameters below, the Architect shall review change orders and construction change directives for the Client's approval and execution.

3.1.13 Subject to the parameters below, the Architect shall conduct an inspection to determine (1) the date or dates of substantial completion and issue certificates of substantial completion and (2) the date of final completion and issue a final certificate for payment.

3.1.14 The following Construction Phase Services shall be provided as Basic Services subject to the following limits:

- 20 site visits by the Architect during construction, Substantial Completion assumed no later than July 2024 (ref. schedule provided 8/30/2022)
- 2 review(s) of each shop drawing, product data item, sample, and similar submittal
- 2 inspection(s) to determine substantial completion
- 2 inspection(s) to determine final completion

The Architect shall notify the Client once these limits are reached, and any subsequent services may be requested as Additional Services.

4 ADDITIONAL SERVICES

Any service not identified as a Basic Service constitutes an Additional Service for which additional compensation may be due and a schedule adjustment may be appropriate. The Architect shall notify the Client of the need for an Additional Service and obtain the Client's written approval. Examples of Additional Services include services necessitated by changes in the initial information or project scope, revisions from prior approvals, or changes needed due to changes in codes, laws, or regulations.

If services have not been completed within 36 months of the date of execution through no fault of the Architect, services provided beyond that time shall be Additional Services.

4.1.1 Once design documents are approved by Client for each respective phase of design (Schematic, Design Development, and Construction Documents, or phases defined in this proposal), revisions to each subsequent respective phase shall be Additional Services. For clarity, revisions that are Additional Services include: services necessitated by a change in the Initial Information, changes from previous instructions or approvals given by the Owner, or a material

change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.

Architect's cost estimates, if any, are issued as professional opinion and are not guaranteed. Any services required for estimates of cost of work should be performed by a cost consultant. Further, to the extent that Client requires Architect to make revisions to Design Development Documents or Construction Documents due to inaccuracies or errors in cost estimates prepared by others, or value engineering, such revisions shall be Additional Services.

1 GENERAL

compensation

The consideration payable to the Architect for the Architect's Basic Services is set forth below. The Architect's compensation for Consultant Services, Additional Services and Reimbursable Expenses as well as the terms of payment for any services or expenses are as provided in the Terms and Conditions.

2 BASIC SERVICES COMPENSATION

Fee by Phase			
	Phase	Fees	%
1		\$0	
2	SD/Program Verification	\$116,130	10.00%
3	DD	\$174,195	15.00%
4	CD	\$406,455	35.00%
5	B/P	\$58,065	5.00%
6	CA	\$406,455	35.00%
7	Closeout	\$0	
8		\$0	
9		\$0	
10		\$0	
11		\$0	
	total fee	\$1,161,300	100.00%

3 ADDITIONAL SERVICES

3.1 Revisions to previously approved documents

Reimbursable Expenses

Not-to-Exceed \$5,000 (allocated for TDLR registration and review)

Expenses include those outlined in section 3 of Terms & Conditions.

1 GENERAL

The Architect HAS CREATED an initial schedule for performance of the Architect's Basic Services based on Owner provided overall project schedule. The initial schedule may subsequently be refined or adjusted as the scope and other parameters are developed. Moreover, while time limits established by the schedule shall not generally be exceeded, the schedule may subsequently be extended upon mutual agreement with the Owner as reasonably required due to the exercise of the Standard of Care, as a result of factors or conditions not the fault of the Architect, or other reasonable cause. Additional terms pertinent to the schedule and Architect's performance thereunder are as provided in the Terms and Conditions.

2 SCHEDULE FOR BASIC SERVICES

3 GENERAL

The Architect has created an initial schedule for performance of the Architect's Basic Services. The initial schedule may subsequently be refined or adjusted as the scope and other parameters are developed.

4 SCHEDULE FOR BASIC SERVICES

Programming August – September 2022

Schematic Design September – November 2022

Note: Pkg 2a-UG Utilities & Site Construction Documents and Pkg 2b-Building Design Development Phase will begin once project is in budget after Schematic Design.

**Pkg 2a – UG Utilities & Site
Construction Documents** October – January 2023

**Pkg 2b - Building
Design Development** November – February 2023

Construction Documents February 2023 – March 2023

Pricing/Permit/BOR Approval March 1 2023 – April 2024

Construction May 2023 – No later than July 2024

Start Up/FFE Install Complete no later than August 2024