



# Stephen F. Austin State University

Member of The University of Texas System

## Procurement and Business Services

Nacogdoches, Texas 75962-3030

Phone (936) 468-2206 \* Fax (936) 468-4282

### Supplier:

Freese and Nichols, Inc.  
801 Cherry St Ste 2800  
Fort Worth TX 76102-6804

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PO Number: **P2501715**

PO Date: **11/11/24**

Delivery Date: **11/10/25**

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

shad.comeaux@freese.com

### Send Billing Invoice to:

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

### Ship to:

John Branch  
Physical Plant  
Physical Plant 101  
2104 Wilson Dr  
SFA Box 13031  
Nacogdoches TX 75962

Terms: Net 30

FOB: Not Applicable

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

Item	Description	Quantity	Unit Cost	Total Cost
1	Work Order: 25-303271-001 000P92533A PROF SRV, ENGINEER In accordance with RFQ #MASTER PLAN-2024 awarded on 09/15/2024 and Contract for Engineering and related services on Projects of Limited Scope fully executed on 11/11/2024. SFA reserves the right to extend for one (1) year if needed for completion of work. ---- This PO is for 11/11/2024 - 11/10/2025.	1.00 SRV	1,720,700.0000	1,720,700.00

Purchaser: Kim Jones

(936) 4686551

ADDITIONAL CHARGE:

.00

Vendor ID: **20126737**

Collegiate Licensed:

DISCOUNT/TRADE-IN:

.00

Req No: **R0082647**

Employee/Employee Relationship:

TOTAL:

1,720,700.00

Blanket Order:

HUB Status:

Purchase Class: **Competitive Solicitation**

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

910001-30220-772561 \$1,720,700.00

CONTRACT  
for  
ENGINEERING AND RELATED SERVICES  
on  
PROJECTS OF LIMITED SCOPE

This Contract is made as of November 11, 2024 (the "Effective Date"), by and between:

The **Owner:** Stephen F. Austin State University  
The University of Texas System  
2102 Alumni Drive, Austin Bldg., Room 131  
Nacogdoches, TX 75962

and

**Architect/Engineer:** Freese and Nichols, Inc.  
11200 Broadway Street, Suite 2320  
Pearland, TX 77584

**Texas Tax Account No.** 75-1531935

**Contract No.** 1277752

This Contract is for the provision of architectural or engineering and related services for developing a multi-year comprehensive Campus Master Plan that is intended to support the Stephen F. Austin State University's strategic vision and future enrollment growth, as requested by the Owner in accordance with the terms of this Contract. Architect or Engineer (individually and collectively "Services Provider") represents that it has the knowledge, ability, skills and resources to provide such Services in accordance with the terms and requirements of this Contract.

The Owner and the Services Provider agree as follows:

ARTICLE 1  
TERM OF CONTRACT

1.01 **Initial Term:** This initial term of this Contract shall begin on the effective date and shall expire one (1) year after that date unless renewed or terminated in accordance with the terms of the Contract.

1.02 **Renewal Option:** The Owner has the option to renew/extend this Contract for one (1) additional year upon written notice to the Services Provider at least sixty (60) days prior to the expiration of the initial term.

1.03 **Completion of Work in Progress:** The Owner has the option to extend the term of this Contract, or any renewal period, as necessary for Services Provider to complete work on any project approved by the Owner prior to the expiration of the Contract.

## ARTICLE 2 AUTHORIZED CONTRACT SUM

2.01 **Contract Sum:** The overall maximum value of this contract is indefinite, subject to the contractual authority delegated by the Board of Regents to the Owner's representative. The overall maximum contract value will not exceed the amount of \$2,500,000 (two million five hundred thousand dollars) without prior approval from the Board of Regents of the University of Texas System. Allowable fees for each specifically authorized project will be established in an "Authorization to Commence Work" issued by the Owner. Invoices for authorized work performed by the Services Provider shall not exceed the fees established for any portion of authorized work. Established fee amounts shall not be increased except by written amendment to a previously issued Authorization to Commence Work executed by the Owner and the Services Provider.

2.02 **No Minimum Amount of Work:** Owner makes no representations regarding the amount or type of services, if any, that Services Provider will be asked to provide to Owner during the term(s) of this Contract. It is expressly understood that the Owner is under no obligation to request any services from Services Provider and no minimum amount of work is required or contemplated under this Contract. All service requests will be made by the Owner on an as-needed basis, subject to future agreement on the scope of the work and the fee.

## ARTICLE 3 SCOPE OF WORK

3.01 **In General:** The Services Provider agrees to provide architectural or engineering and related services on a per-project basis as requested by the Owner in accordance with the terms of this Contract. These services are generally described as, but are not limited to:

- A. Structural Engineering
- B. Structural Strengthening
- C. Building Condition and Performance Analysis
- D. Infrastructure (utility evaluations, mapping, locations, relocations, renovations, etc.)
- E. Drainage Corrections and redesign
- F. Parking Lot Design, Layout, and Renovations
- G. MEP Engineering
- H. Planning/Programming
- I. Materials Testing
- J. Geotechnical Engineering

Refer to **Exhibit A** for a detailed description of the scope of work and services.

3.02 **Project Scope:** The specific scope of work for each project shall be determined in advance and in writing between the Owner and the Services Provider.

3.03 **Project RFP:** The Owner shall prepare a Project Request for Proposal ("Project RFP") identifying the project and describing, in general, the intended scope and character of the project, the preliminary cost estimate and schedule for the project, and the basic services to be provided by the Services Provider for the project.

3.04 **Project Proposal:** In response to a Project RFP, the Services Provider shall provide Owner with a written Project Proposal. The Project Proposal shall include the following:

- a. A narrative description of Services Provider's understanding of the project scope of work;
- b. A detailed statement of the basic and additional services anticipated for the project, including a list of deliverables;
- c. A description of particular phases of the scope of the work, if applicable;
- d. A Fee Proposal detailing:
  1. the total fee for providing the basic services expressed as a "Not to Exceed" amount;
  2. the total fee for providing additional services expressed as a "Not to Exceed" amount;
  - and
  3. the total anticipated amount for reimbursable expenses;
- e. A proposed date to commence the work;
- f. A list of all consultants, persons and firms that Services Provider proposes to use in the performance of Services Provider's scope of work;
- g. A schedule of hourly billing rates for any consultants that Services Provider proposes to use in the performance of Services Provider's scope of work;
- h. A HUB Subcontracting plan, if required;
- i. Any qualifications or conditions applicable to the Project Proposal; and
- j. A summary statement of the amount of all previous proposals entered into under this Contract to date.

3.05 **Project Proposal Review:** The Owner and the Services Provider shall review Services Provider's Project Proposal and negotiate any changes, clarifications or modifications thereto. The Services Provider shall submit a revised Project Proposal incorporating any changes, clarifications or modifications made in the review process. The Owner may accept, reject or seek modification of any Project Proposal.

3.06 **Notice to Proceed:** Upon approval of a Project Proposal by the Owner, the Owner shall issue a written '*Architect/Engineer Services Provider Work Order*' ("**Work Order**"). The Work Order authorizes the Services Provider to begin the work identified in the Project Proposal on the date specified in the Notice. The Work Order shall include a Work Order number specific to the project.

3.07 **Group Purchase Authority:** Texas law authorizes institutions of higher education (defined by Section 61.003, *Education Code*) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115 and 74.008, *Education Code*). Other Texas institutions of higher education and Services Provider may, therefore, agree to enter into a separate agreement for the provision of these services on the same terms as this Contract.

#### ARTICLE 4 SERVICES PROVIDER'S GENERAL SERVICES AND RESPONSIBILITIES

4.01 **Management of Services:** The Services Provider shall manage the Services Provider's services and administer any project authorized pursuant to this Contract. The Services Provider shall provide and/or coordinate the basic services necessary and reasonably inferable for the complete performance of any project authorized pursuant to this Contract.

4.02 **Standard of Care:** Services Provider agrees and acknowledges that Owner is entering into this Contract in reliance on Services Provider's represented professional abilities with respect to



performing Services Provider's services, duties, and obligations under this Contract. Services Provider shall perform its Services (i) with the professional skill and care ordinarily provided by competent Services Providers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Services Provider. Services Provider shall provide all qualified personnel necessary to accomplish Services Provider's Services within the time limits set forth in the schedule.

**4.03 Compliance with Laws:** Services Provider shall endeavor to perform Services Provider'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.

**4.04 Existing Conditions:** Services Provider shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Services Provider by Owner, or any other party, that Services Provider uses for the Project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to the Services Provider by the Owner or by others.

**4.05 Correction of Work:** Services Provider's services and its Consultants services shall be reasonably accurate and free from material errors or omissions. Upon notice, Services Provider shall promptly correct any known or discovered error, omission, or other defect without any additional cost or expense to Owner.

**4.06 Phasing:** The Services Provider shall not proceed beyond any previously authorized phase of the work for a project unless authorized by the Owner in writing, except at the Services Provider's own financial risk. Applicable phases of the scope of work shall be identified in the Project Proposal.

**4.07 Representative:** Services Provider shall designate a representative primarily responsible for Services Provider's services under this Contract. The designated representative shall act on behalf of Services Provider with respect to all phases of Services Provider's services and shall be available as required for the benefit of any project and the Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

**4.08 Documentation:** The Services Provider shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Project Proposal. The Services Provider shall bear the cost of providing all plans, specifications and other documents used by the Services Provider and its consultants.

## ARTICLE 5 THE OWNER'S RESPONSIBILITIES

**5.01 Project Program:** The Owner shall provide a Project RFP setting forth the Owner's description of the project scope; preliminary project budget; schedule; objectives, characteristics and constraints; and a description of the basic services to be provided by the Services Provider for the project.

**5.02 Representative:** The Owner designates The Physical Plant Department as its representative authorized to act in the Owner's behalf with respect to the Project. The Owner designates Director – Facilities Services Operations, John Branch, or his designee as its representative for the purpose of administering this contract.

5.03 **Special Information:** The Owner shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions relevant to the project. Owner shall furnish other special investigations of the Project site as requested by the Services Provider and as reasonably necessary for the Project. Services Provider shall exercise reasonable care in relying upon this information in the performance of its services under this Contract. Owner makes no warranties or representations as to the accuracy or suitability of information provided to the Services Provider by the Owner or by others.

5.04 **Entry on Land:** The Owner shall assist Services Provider in gaining entry to state owned or controlled property as necessary for Services Provider to perform its services under this Contract.

5.05 **Administrative Services:** The Owner shall furnish all legal, accounting, auditing and insurance counseling services that it requires for the Project.

5.06 **Review of Work:** The Owner will review the Services Provider's documents at the completion of each stage of development as described in the Project Proposal. Owner's review comments or decisions regarding the documents will be furnished to the Services Provider in a reasonably prompt manner. The Owner will notify the Services Provider in writing of any material error or omission or other defect in the project or any conflict in the contract documents that the Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

5.07 **Time for Response:** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services Provider's services and of the Work.

## ARTICLE 6 ACCEPTANCE OF WORK

6.01 **Owner's Satisfaction:** All work performed under this Contract shall be completed to the satisfaction of the Owner's representative assigned to the project. The Owner's representative shall decide all questions regarding Services Provider's performance under the Contract and such decisions shall be final and conclusive.

6.02 **Correction of Work:** Should Services Provider's services not conform to the requirements of this Contract and the Project Proposal as determined by the Owner's representative, Owner may order the Services Provider to re-perform such services at no additional expense to the Owner or deduct the fees for such services from any other fees payable to the Services Provider.

6.03 **Liability:** Owner's approval or acceptance of Services Provider's services will not release Services Provider from any liability for such services because Owner is, at all times, relying upon Services Provider's skill and knowledge in performing Services Provider's services.

## ARTICLE 7 COMPENSATION FOR SERVICES RENDERED

7.01 **Owner's Approval Required:** Owner agrees to pay Services Provider for those services rendered at Owner's specific request, in advance and in writing.

7.02 **Scheduled Billing Rates:** Attached as Exhibit A, and incorporated herein, is Services Provider's Schedule of Billing Rates, including hourly billing rates and/or per service billing rates as applicable. The Billing Rates include all costs for any identified services and the Services Provider shall not be entitled to any additional compensation for providing those services. The Schedule of Billing rates shall remain in full force and effect for the initial two (2) year term of this Contract. At least ninety (90) days before the expiration of the initial term or any renewal period exercised by the Owner, the Service Provider shall submit any changes to its billing rates that would apply to the subsequent renewal period to the Owner in writing. All rate increases require the Owner's approval prior to the exercise of any renewal option. The increased rates apply only to work performed pursuant to Notices to Proceed issued after the effective start date of any renewal period.

7.03 **Basic Service:** For Basic Services rendered in connection with any project authorized pursuant to this Contract, Services Provider shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with Services Provider's Project Proposal, up to the maximum "Not to Exceed" amount approved in Services Provider's Project Proposal.

7.04 **Additional Services:** Additional Services are services not identified or reasonably inferable as Basic Services included in a Project Proposal. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. For approved Additional Services provided in connection with any project authorized by this Contract, Services Provider shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with Services Provider's Additional Services Proposal, up to the maximum "Not to Exceed" amount approved in Services Provider's Additional Services Proposal.

7.05 **Consultant Costs:** Unless approved in advance by the Owner, Services Provider shall pay for all consultant services and costs associated with his services under this Contract, whether basic services or additional services, out of his fees. Owner is not responsible for any such consultant fees or costs unless otherwise agreed to in writing. When consultant fees or costs are approved by the Owner, the Services Provider's fee or mark up on those consultant fees or costs shall be calculated as an amount not to exceed 10% of the amount that the consultant actually bills the Services Provider.

## ARTICLE 8 REIMBURSABLE EXPENSES

8.01 **Reimbursable Expenses:** Reimbursable Expenses are in addition to compensation for basic and additional services. Reimbursable Expenses recoverable by the Services Provider under this Contract are limited to the following:

- a. Travel from Texas to out of state locations:
  1. Maximum rates for lodging and meals shall be in accordance with the "Out of State Meals and Lodging Rates", Texas Comptroller of Public Accounts, plus city and state taxes.
  2. Notwithstanding the limitation on lodging rates above, if the expenses actually incurred by the Service Provider for lodging exceed the State rate, the Service Provider may be reimbursed for the additional amount incurred up to a maximum of forty percent (40%) of the State rate, plus city and state tax rates up to the allowable maximum lodging rate.
  3. Meals will only be reimbursed on trips involving overnight travel. Reimbursement will be based on the itemized receipts provided and only up to the maximum allowable state rate.

- b. Travel to Texas from out of state locations:
  - 1. Lodging: maximum reimbursement for lodging in state shall be limited to current State of Texas per diem rate plus city and state taxes. Meals will only be paid on trips involving overnight travel.
  - 2. Notwithstanding the limitation on lodging rates above, if the expenses actually incurred by the Service Provider for lodging exceed the State rate, the Service Provider may be reimbursed for the additional amount incurred up to a maximum of forty percent (40%) of the State rate, plus city and state tax rates up to the allowable maximum lodging rate, plus city and state tax rates up to the allowable maximum lodging rate.
  - 3. Meals; reimbursement is based on itemized receipts and only up to the maximum allowed per State rate.
- c. Automobile Expenses: auto rental for an individual traveler will be reimbursed for small cars category, such as compact or economy. Multiple travelers in the same vehicle will be reimbursed for midsize car category, such as standard or intermediate. Also included is related auto insurance, gasoline, parking, toll road costs and taxi service. Costs include applicable taxes.
- d. Airline Travel: coach class air travel with rates nearest to the State contract rate. All airline travel shall be booked no less than 7 days in advance when possible. Reimbursement for air travel booked within 7 days of departure, without the prior approval of the PM/RCM, may be limited. A sales receipt and a boarding pass must be provided for each flight in order to receive reimbursement. Upgrades to the standard air travel charges, such as personal seating selection, business select upgrades, or early boarding, will not be subject to reimbursement.
- e. Approval: Unless expressly directed and approved "in writing" by the Owner, amounts exceeding the above stipulated limitations will not be subject to reimbursement.
- f. Fees paid for securing approval of authorities having jurisdiction over any particular project;
- g. Expenses of reproductions, printing, collating, postage and handling of Drawings, Specifications, Reports and other documents or other project related work product, but excluding plotting costs of drawings, reproductions for the use of Services Provider and Services Provider's consultants as well as up to three (3) review sets as necessary for progressive reviews by Owner in accordance with the Project Proposal;
- h. Communication expenses such as long distance telephone, facsimile transmissions, express charges and postage that are directly attributable to the project;
- i. Disbursements made by the Services Provider under approved subcontracts;
- j. Reasonable costs for rental or use of special equipment, tools, and electronic data processing equipment required in connection with the project if approved in advance and in writing by Owner;
- k. Expense of any additional insurance coverage or limits, requested by the Owner excluding professional liability and errors and omissions insurance required under Basic Services of this contract that exceed those normally carried by the Services Provider and the Services Provider's consultants.

- i. Vehicle trip charges are applicable to vehicles that are specifically equipped and used to transport testing and sampling equipment, safety equipment, tools, heavy equipment, drilling devices and/or supplies that are specifically required for the scope of services proposed and approved for the subject project.  
Light duty vehicles (pick-up trucks) are applicable when transporting equipment or materials to the jobsite or returning from the jobsite with material samples, equipment or related items.  
Vehicle trip charges are not applicable for standard passenger automobile transportation to the job site regardless of the ownership of the vehicle.  
When a specialty vehicle as noted above is required for the appropriate execution of the proposed scope of services, mileage reimbursement may be allowed when previously identified in a 'vehicle trip rate schedule' and when approved in advance, in writing, by the Owner.  
'Vehicle trip rates' apply to the distance from the location in which the vehicle is usually and customarily located, to the jobsite.  
Specific information shall be submitted that confirms the vehicle's typical permanent location or established base of operation. Also, odometer reporting is expected to be provided to establish the distance of travel and substantiate the amount submitted for reimbursement.  
Standard passenger automobile transportation mileage reimbursement shall be in accordance with Article 8.01(b) of the Contract.  
When vehicle trip charges are allowed, additional transportation 'mileage' reimbursement, for that vehicle, will not be allowed.
- j. Expenses not allowed for reimbursement include the cost of alcoholic beverages, incidental expenses, laundry, valet service, entertainment or any non-project related items. All tips must be included within the maximum state rate allowances.

**8.02 Compensation for Reimbursable Expenses:** The Services Provider and its employees and consultants, shall be compensated for the actual, out-of-pocket, reasonable costs for all approved Reimbursable Expenses that are incurred solely and directly in connection with the performance of the Services Provider's services and duties under this Contract or in the interest of any particular project. No mark-up will be allowed on Reimbursable Expenses by Services Provider or consultants.

**8.03 Proposal Costs Not Recoverable:** Services Provider is solely responsible for any expenses or costs, including expenditures of time, incurred by the Services Provider and its employees and consultants in the development of Project Proposals or Additional Services Proposals. Such expenses or costs are not Reimbursable Expenses.

## ARTICLE 9 INVOICING

9.01 **Monthly Invoices:** Services Provider shall submit a monthly record or invoice of services performed under this Contract identifying all fees earned and reimbursable expenses incurred in the previous month. Invoices shall be submitted in a format approved by the Owner and must contain at least the following information:

- a. Project Name and Work Order Number;
- b. Owner Contract Number;
- c. Services Provider's Tax Identification Number;
- d. Name of Project Manager;
- e. Identification of billing period, by calendar month, to which the invoice applies;
- f. Itemized description of services provided including the names, billing rates and amount of time per task expended by all persons who performed services on the project during the billing period.
- g. Completion status of project by percentage;
- h. Total amount of invoice;
- i. Total amount of prior invoices and maximum contract sum;
- j. Copy of all receipts in support of any reimbursable expenses invoiced;

9.02 **Limited to Maximum Contract Sum:** It is the responsibility of Services Provider not to provide services or submit invoices that exceed the allowable fee amount established for any specific project in the Services Provider Work Order issued by the Owner. Services provided, and/or expenses incurred that exceed the established fee amount for any specific project without Owner's written consent will be at Services Provider's financial risk and Owner shall not be obligated to pay for any such services or expenses.

9.03 **Prompt Payment:** For purposes of Texas Government Code § 2251.021(a)(2), the date the performance of service is completed is the date when the Owner's representative approves the invoice. Payment of invoices shall be made within 30 days of Owner's approval.

9.03.1 The Owner's Designated Representative shall determine acceptance of either mailed or electronically-submitted invoices. The payment due date is when the invoice can be viewed by an employee on the first business day following the submittal, if the agency receives the invoice after normal business hour.

9.04 **Invoice Submittal:** Invoices shall be submitted to:

*Heather Howell, Senior Analyst  
Stephen F. Austin State University  
Office of Organizational Effectiveness  
[hhowell@sfasu.edu](mailto:hhowell@sfasu.edu) ,*

*AND*

*[Accountspayable@sfasu.edu](mailto:Accountspayable@sfasu.edu)*

or to the alternate address specified on the Services Provider Work Order. Invoices shall be sent to the attention of the individual specified on the Services Provider Work Order.

**9.05 Exceptions to Payment:** Regardless of any other provision of this Contract, Owner shall not be obligated to make any payment requested by Services Provider under this Contract if any of the following conditions precedent exist:

- a. Services Provider is in breach or default under this Contract;
- b. The requested payment includes services not performed in accordance with this Contract; provided, however, payment shall be made the balance of the services that are performed in accordance with this Contract;
- c. The total of Services Provider's invoices exceed the allowable fee amount established for any specific project;
- d. Services Provider has failed to make payments promptly to consultants or other third parties used in connection with the services for which Owner has made payment to Services Provider;
- e. Services Provider becomes insolvent, makes a general assignment of its rights or obligations for the benefit of its creditors, or voluntarily or involuntarily files for protection under the bankruptcy laws; or
- f. If Owner, in its good faith judgment, determines that the balance of unpaid compensation is insufficient to complete the services required under this Contract.

**9.06 Partial Payment:** No partial payment by Owner shall constitute or be construed as final acceptance or approval of any services or as a release of any of Services Provider's obligations or liabilities with respect to such services.

**9.07 Subcontractor Payment:** Services Provider shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

**9.08 Final Payment and Release:** The acceptance by Services Provider or Services Provider's successors of final payment under this Contract, shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever that Services Provider or Services Provider's successors have or may have against Owner pursuant to this Contract except those claims specifically identified in writing by Services Provider as unsettled at the time of the final request for payment is made.

## ARTICLE 10 SERVICES PROVIDER'S ACCOUNTING RECORDS

Services Provider shall maintain records of costs, expenses and billings pertaining to services performed under this Contract in accordance with generally accepted accounting principles. Such records shall be available to the Owner or the Owner's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Contract. Owner shall have the right to audit and to verify the details set forth in Services Provider's billings, certificates, and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Contract.

## ARTICLE 11 OWNERSHIP AND USE OF DOCUMENTS

**11.01** All documents prepared by the Services Provider are instruments of service and shall remain the property of the Services Provider. The Owner shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Services Provider for information and reference in connection with

the Owner's use and occupancy of the project. Owner shall have an irrevocable, fully paid-up perpetual license and right, which shall survive the termination of this Contract, to use the documents, including the originals thereof, and the ideas and designs contained therein, for any purpose, regardless of the Services Provider's involvement. The Services Provider and its consultants shall not be liable for any re-use of or changes made by the Owner to the Drawings or Specifications (including Drawings or Specifications provided in CADD or other electronic format) or for claims or actions arising from any such re-use or changes on projects in which the Services Provider is not involved.

11.02 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the Services Provider's rights.

## ARTICLE 12 TERMINATION OF CONTRACT

12.01 **Termination for Cause:** This Contract may be terminated by either party upon ten (10) 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 prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience under section 12.02 and Services Provider's recovery for termination shall be strictly limited to the compensation allowable under section 12.03.

12.02 **Termination for Convenience:** This Contract may be terminated for convenience by the Owner in whole or in part, upon at least ten (10) days written notice to the Services Provider.

12.03 **Compensation:** In the event of termination not the fault of the Services Provider, the Services Provider shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Services Provider delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Services Provider prior to termination.

## ARTICLE 13 DISPUTE RESOLUTION

13.01 To the extent that it is applicable, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the Project Services Provider to resolve any claim for breach of contract made by Project Services Provider that is not resolved in the ordinary course of business between Project Services Provider and Owner.

13.02 **Alternative Dispute Resolution Process.** Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.

13.03 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.

13.04 In any litigation between the Owner and the Services Provider arising from this Contract 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.



13.05 Owner is an agency of the State of Texas and nothing herein shall waive or be construed as a waiver of the State's sovereign immunity.

13.06 Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Services Provider, in whole or in part. Owner and Services Provider agree that any periods set forth in this Contract for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

13.07 In accordance with Chapter 2260, the Owner designates Stephen F. Austin State University, Physical Plant Department, as its representative for the purpose of reviewing Services Provider's claim(s) and negotiating with Services Provider in an effort to resolve such claim(s).

## ARTICLE 14 INSURANCE

**14.01 Insurance Coverage.** Services Provider, consistent with its status as an independent contractor, will carry and will cause its consultants to also carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the minimum limits of coverage described below. The costs of such insurance will be at the expense of the Services Provider.

- a) Professional Liability Insurance (errors and omissions), acceptable to and approved by the Owner, with a limit of no less than:  
\$1,000,000 each claim/\$2,000,000 aggregate for projects with total project cost less than \$50,000,000;  
\$2,000,000 each claim/\$2,000,000 aggregate for projects with total project costs between \$50,000,000 and \$100,000,000;  
\$5,000,000 each claim/\$5,000,000 aggregate for projects with total project cost greater than \$100,000,000.  
For consultants, Professional Liability Insurance (errors and omissions) limits shall be not less than \$1,000,000 each claim/\$2,000,000 aggregate.

Such insurance shall provide coverage for claims arising out of an error, omission or negligent act in the performance of professional services by or on behalf of Services Provider. Coverage shall not be limited to bodily injury and property damage, but shall also include economic loss. Policy shall not include pollution, mold or asbestos exclusions. Claims-made coverage is acceptable, as long as the retroactive date on the policy predates the date that professional services are first performed under this contract. The policy must provide for the reporting of circumstances that may give rise to a claim. The policy must be continuously renewed for at least five (5) years following project completion. If coverage is allowed to lapse or the retroactive date on the policy is advanced, then Services Provider or consultant shall purchase an extended reporting period of five (5) years, or the longest extended reporting period commercially available and any physical property damage, including the loss of use thereof, bodily injury or death resulting there from.

- b) Commercial General Liability \$1,000,000 each occurrence  
\$2,000,000 aggregate

The required Commercial General Liability policy will be issued on a form that insures liability for bodily injury (including death), property damage, and personal and advertising injury assumed under the terms of this Contract.

c) On Site Insurance: If any services are performed on Owner's premises, Services Provider will carry and will cause its consultants also to carry the following additional insurance. The Services Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Contract.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit
Business Auto Liability	
Single Limit	\$1,000,000 each occurrence
* If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.	

14.01.01 Evidence of all required insurance shall be provided on a Texas Department of Insurance approved certificate form (Acord Form is a Texas Department of Insurance pre-approved form) verifying the existence of all insurance after the execution and delivery of this Contract and prior to the performance of any services by Services Provider under this Contract. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents of The University of Texas System, The University of Texas System and Owner as Additional Insured for activities arising out of this contract on an ISO (CG 20 10 0704) or equivalent form. Workers compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The University of Texas System, The University of Texas System and Owner. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

14.01.02 Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

14.01.03 Services Provider is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

14.01.04 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed, faxed, or emailed to the following University contact.

Stephen F. Austin State University Contact:

Procurement and Business Services

Address: PO BOX 13030 SFA Station  
Nacogdoches, TX 75962

Email Address: [purchase@sfasu.edu](mailto:purchase@sfasu.edu)

With Copies to: Lacey Bradshaw  
Contracting Specialist II / HUB Coordinator  
[Lacey.Bradshaw@sfasu.edu](mailto:Lacey.Bradshaw@sfasu.edu)

Services Provider is responsible for obtaining and maintaining evidence of all required insurance from consultants and will provide copies to University upon request.

14.01.05 The insurance policies required in this Contract will be kept in force for the periods specified below:

Required coverages will be kept in force until receipt of Final Payment to Services Provider by University;

Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted by University in writing.

Professional Liability insurance shall be maintained in accordance with Section 14.01 a).

14.01.06 If Owner is damaged by failure of Services Provider (or consultant) to maintain insurance as required herein, then Services Provider shall bear all reasonable costs properly attributable to that failure.

## ARTICLE 15 INDEMNITY

15.01 **Indemnification.** Services Provider covenants and agrees to indemnify and hold harmless Owner and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Owner (collectively "Indemnitees"), from and against liability for all damage to the extent caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Services Provider, or its agents, consultants under contract, or another entity over which the Services Provider exercises control.

15.02 The indemnity provided for in this paragraph does not apply to the extent of any liability resulting from the negligence or fault, the breach or violation of applicable law, or the breach of contract

of the Indemnitees or their agents or employees, or any third party under their control or supervision other than the Services Provider or its agents, employees, subcontractors or consultants of any tier.

15.03 IN THE EVENT SERVICES PROVIDER AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO OWNER AND/OR THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW.

15.04 The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which Indemnitee has, by law or equity.

#### ARTICLE 16 HISTORICALLY UNDERUTILIZED BUSINESSES

16.01 The Owner has adopted a policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. The Policy and its requirements can be found on the following website: <http://www.utsystem.edu/offices/historically-underutilized-business/hub-forms>

16.02 Services Provider, as a material provision of the Contract, must comply with the requirements of the Policy and adhere to any HUB Subcontracting Plan submitted with Services Provider's Proposal. No changes to the HUB Subcontracting Plan can be made by the Services Provider without the prior written approval of the Owner in accordance with the Policy.

#### ARTICLE 17 MISCELLANEOUS PROVISIONS

17.01 **Appointment of Representative:** Owner may designate a representative to act partially or wholly for Owner in connection with this Contract. Services Provider shall coordinate its services solely through the designated representative.

17.02 **Independent Contractor:** Services Provider acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Services Provider or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Services Provider is responsible for all income taxes required by applicable law.

17.03 **Confidentiality:** The Services Provider shall treat any Owner supplied information or information pertaining to Owner's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or as authorized by the Owner in writing.

17.04 **Successors and Assigns.** The Owner and the Services Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Services Provider, and Services Provider's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

**17.05 Subcontracting:** The Services Provider agrees not to subcontract any part of the work without the prior written consent of Owner. If subcontracting is permitted, the Services Provider must identify the subcontractor(s) to Owner prior to any subcontractor beginning work. Submission and approval of a Historically Underutilized Businesses (HUB) Sub Contractor Plan is considered consent under this Article.

**17.06 Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Services Provider and Owner may terminate this Contract without further duty or obligation hereunder. Services Provider acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

**17.07 Open Records:** All information, documentation and other material submitted by the Services Provider may be subject to public disclosure under the Public Information Act, Texas Government Code Chapter 552.

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

**17.09 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.

**17.10 Payment of Debt or Delinquency to the State:** Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Services Provider agrees that any payments owing to Services Provider under this Contract 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

**17.11 Taxes:** Owner is a tax exempt State of Texas Agency under Chapter 151, *Texas Tax Code* and an institution of higher education. Services Provider shall avail itself of all tax exemptions applicable to Services Provider's work or expenses.

**17.12 Intentionally omitted.**

**17.13 Captions:** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**17.14 Severability:** Should any provisions(s) of this Contract be held invalid or unenforceable in any respect, that provision shall not affect any other provisions and this Contract shall be construed as if the invalid or unenforceable provision(s) had not been included.

**17.15 Waivers:** No delay or omission by either party in exercising any right or power provided under the provisions of this Contract shall impair any such right or power or be construed to be a waiver of the

right or power. A written waiver granted by either of the parties of any provision of this Contract shall not be construed as a future waiver of that provision or a waiver of any other provision of the Contract.

**17.16 Force Majeure:** No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Contract due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence). In the event of a force majeure occurrence, Services Provider agrees to use its best efforts to mitigate the impact of the occurrence so that the Owner may continue operations during the occurrence.

**17.17 Governing Law:** This Contract shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Nacogdoches County, Texas. Nacogdoches County is a proper venue for any legal action to enforce this Contract.

**17.18 Entire Contract:** This Contract constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Contract or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Contract.

**17.19 Ethics Matters; No Financial Interest:** Service Provider and its employees, agents, representatives and consultants have read and understand Owner's Conflicts of Interest Policy available at <https://www.sfasu.edu/docs/hops/01-402.pdf>.

Neither Services Provider nor its employees, agents, representatives or consultants will assist or cause Owner employees to violate Owner's Conflicts of Interest Policy, provisions described by Owner's Standards of Conduct Guide, or applicable state ethics laws or rules. Services Provider represents and warrants that no member of the Board of Regents of The University of Texas System, or Executive Officers, including component institutions has a direct or indirect financial interest in the transaction that is the subject of this Contract.

**17.20 Products and Materials Produced in Texas:** If Services Provider will provide services under this Contract, Service Provider covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Contract, Services Provider shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

**17.21 Authority to Act:** If Services Provider is a corporation or a limited liability company, Services Provider warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the individual executing this Contract on behalf of Services Provider has been duly authorized to act for and bind Services Provider.

**17.22 Disclosure of Interested Parties.** By signature hereon, Services Provider certifies that if the value of this Contract exceeds \$1 Million it has complied with Section 2252.908 of the Texas Government Code and 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC) and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Project. See attached exhibit for instructions.

**17.23 Services Provider Certification regarding Boycotting Israel.** To the extent required by Chapter 2271, *Texas Government Code*, Services Provider certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Contract. Services Provider acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.

**17.24 Services Provider Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Services Provider certifies it (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Services Provider acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.

**17.25 179 D Benefit Allocation:** Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the "Code") through this Contract with Services Provider.

17.25.1 If the Owner and the Internal Revenue Service (IRS) determine that Services Provider is eligible to receive the 179D deduction allocation as a "Designer" for the purposes of Section 179D of the Code or that Services Provider could otherwise profit financially from the monetization of the benefit (separately and collectively, the "Rebate"), Services Provider hereby agrees to allocate to the Owner a portion of the Rebate in an amount to be determined and contracted for on mutually agreeable terms when the value of the Rebate becomes ascertainable, net of associated costs realized by the Owner and Services Provider. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted Services Provider fees or both.

17.25.2 Owner reserves the right to retain a third-party consultant (the "Consultant") to manage and administer the process of obtaining and monetizing the Rebate derived from the Project(s).

17.25.3 Services Provider agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such Rebates derived from the Project(s) on behalf of the Owner. Certification of eligibility and negotiation of the Rebates should be facilitated by the Owner's 179D Consultant.

**17.26 Confidentiality and Safeguarding of Owner Records; Press Releases; Public Information.** Under this Contract, Services Provider may (1) create, (2) receive from or on behalf of Owner, or (3) have access to, Owner records or record systems (collectively, "Owner Records"). Services Provider agrees that it will: (1) hold all Owner Records in strict confidence and will not use or disclose Owner Records except as (a) permitted or required by the Contract, (b) required by Applicable Laws, or (c) otherwise authorized by Owner in writing; (2) safeguard Owner Records according to reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Services Provider protects its own confidential information; and (3) comply with the Owner's rules, policies, and procedures regarding access to and use of Owner's computer systems. At the request of Owner, Services Provider agrees to provide a written summary of the procedures Services Provider uses to safeguard and maintain the confidentiality of Owner Records.

17.26.1 Notice of Impermissible Use. If an impermissible use or disclosure of any Owner Records occurs, Services Provider will provide written notice to Owner within one (1) business day after Services Provider's discovery of that use or disclosure. Services

Provider will promptly provide Owner with all information requested by Owner regarding the impermissible use or disclosure.

- 17.26.2 Return of Owner Records. Services Provider agrees that within thirty (30) days after the expiration or termination of the Contract, for any reason, all Owner Records created or received from or on behalf of Owner will be (1) returned to Owner, with no copies retained by Services Provider; or (2) if return is not feasible, destroyed following twenty (20) days written notice to the Owner. Services Provider will confirm in writing the destruction of any Owner Records.
- 17.26.3 Disclosure. If Services Provider discloses any Owner Records to a subcontractor or agent, Services Provider will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Services Provider by this Section.
- 17.26.4 Press Releases. Except as required by the Contract, Services Provider will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Services Provider as an independent contractor of Owner in connection with the Project or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of Owner.
- 17.26.5 Public Information. Owner strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* ("TPIA"), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to Owner, Services Provider will make any information created or exchanged with Owner pursuant to this Contract that is not otherwise exempt from disclosure under TPIA available in a format reasonably requested by Owner that is accessible by the public.

**17.27 Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations.** Pursuant to Chapter 2274, Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021)), Services Provider verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Contract against a firearm entity or firearm trade association. Services Provider acknowledges this Contract may be terminated and payment withheld if this verification is inaccurate. [Note: This provision does not apply to: (1) contracts below \$100,000; (2) contracts with a sole-source provider; and (3) contracts with a non-profit entity, sole proprietorship, or a for-profit entity that has less than 10 full time employees.

## ARTICLE 18 NOTICES

18.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may delivered in person to the designated representative of the Services Provider or Owner; mailed by U.S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.



18.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

(a) If to Owner: John Branch  
Assistant VP Facilities Services  
P.O. Box 13031  
Nacogdoches, TX 75962  
[jbranch@sfasu.edu](mailto:jbranch@sfasu.edu)  
936-468-4165

(b) With Copies to: Heather Howell  
Senior Analyst  
P.O. Box 6108  
Nacogdoches, TX 75962  
[hhowell@sfasu.edu](mailto:hhowell@sfasu.edu)

(c) If to Services Provider: Shad Comeaux, AICP  
Principal and Vice President  
801 Cherry St., Suite 2800  
Fort Worth, TX 76102  
[Shad.comeaux@freese.com](mailto:Shad.comeaux@freese.com)  
832-456-4766

IN WITNESS WHEREOF, Owner and Services Provider have executed and delivered this Contract effective as of the date identified above.

WITNESS:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SERVICES PROVIDER:

E-SIGNED by Shad Comeaux  
on 2024-11-11 21:57:31 CST  
By: \_\_\_\_\_  
Name: **Shad Comeaux**  
Title: **Vice President and Principal**  
Date: **November 11, 2024**

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 Texas Board of Professional Engineers, 1917 IH 35 South, Austin, Texas 78741, telephone (512) 440-7723, has jurisdiction over individuals licensed to practice engineering in Texas.

CONTENT APPROVED:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OWNER:

E-SIGNED by Gina Oglesbee  
on 2024-11-11 17:01:15 CST  
By: \_\_\_\_\_  
Name: **Gina Oglesbee**  
Title: **Senior Vice President**  
Date: **November 11, 2024**

EXHIBITS

Exhibit A      Services Provider's Scope of Work and Schedule of Billing Rates  
Exhibit N      Disclosure of Interested Parties requirements and FORM 1295

## **EXHIBIT A**

### **Services Provider's Scope of Work and Schedule of Billing Rates**

See attached

## EXHIBIT N

### INSTRUCTIONS TO THE SERVICES PROVIDER FOR THE EXECUTION OF THE CERTIFICATE OF INTERESTED PARTIES FORM 1295

#### (SERVICES PROVIDERS DISCLOSURE INFORMATION HB1295)

Effective January 1, 2016, Owner must comply with the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Services Provider may be unaware of these requirements and successful implementation may require education by reviewing the requirements and processes fully described on the **Texas Ethics Commission website**.

#### **Disclosure Requirements**

- Before Owner may execute certain contracts, the Business Entity ("Vendor" or in this case "Services Provider") with which Owner is contracting must submit FORM 1295 (copy attached) to the Owner *at the same time the Services Provider submits the signed contract to the institution for counter-signature of the contract*. "Business Entity" is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is for-profit or nonprofit.
- This requirement applies to contracts (including contract renewals and extensions)].

#### **Automated Disclosure Process**

The Texas Ethics Commission will provide an automated electronic disclosure process that both the Services Provider and Owner will use to comply with the disclosure requirements. Access to the electronic disclosure process will be posted at <https://www.ethics.state.tx.us/tec/1295-Info.htm> and which currently contains a link to FORM 1295.

#### **Disclosure Procedure**

- Step 1: Services Provider completes FORM 1295 in electronic format on the Texas Ethics Commission website.
- Step 2: Upon receipt of a completed disclosure, Texas Ethics Commission issues a Certification of Filing to the Services Provider, and the Services Provider downloads, signs and notarizes FORM 1295.
- Step 3: Services Provider submits, along with the fully executed contracts, the signed and notarized FORM 1295, along with the Certification of Filing, to the OCP contracting department.
- Step 4: *Not later than the 30<sup>th</sup> day after the date the contract has been signed by all parties*, OCP will notify the Texas Ethics Commission (*in electronic format*) of the receipt of (1) FORM 1295, and (2) the Certification of Filing.
- Step 5: *Not later than the 7<sup>th</sup> business day after receipt of the above notice*, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

**Contents of the “CERTIFICATE OF INTERESTED PARTIES” Disclosure Form and Where to Find the Correct Information on the Contract For its Completion;**

FORM 1295 requires Services Provider to provide the following information:

1. Name of Business Entity; *Use your **firm name exactly as shown** on the cover page of the Contract. Deviations will invalidate the Form 1295.*
2. Address of Business Entity place of business; *Your firm’s address should be the exact same address shown on the cover page of the Contract.*
3. Name of governmental entity would be the exact same name shown on the cover page of the Contract for the Owner, typically that would be *“The Board of Regents of The University of Texas System” or “Stephen F. Austin State University”.*
4. Identification number used by the governmental agency to track or to identify the contract; *this information is all shown on the cover page of the Contract. State 1) the Project Number, 2) the Name of the Project exactly as shown and 3) the Contract Number*
5. Description of goods or services provided under the contract; *State “Design Services for Owner’s Facilities” for AE contracts.*
6. Name, address and nature of interested parties (Controlling Interest and/or Intermediary); *This is the Services Provider information to be provided regarding business interest – read the guidelines on the website for more specific information which you must provide.*
7. If none, a representation that there are no Interested Parties; *The Services Provider will check this box if applicable to their firm.*
8. Signature of authorized representative of Business Entity; and
9. Acknowledgement by a Notary Public.

The following definitions may be helpful regarding the AE’s responsibility for proper completion of FORM 1295;

**Definitions:**

**“Business Entity”** means an entity (*other than a governmental entity or state agency*) through which business is conducted with Owner or The University of Texas System, *regardless of whether the entity is a for-profit or nonprofit entity.*

**“Certificate of Filing”** means the disclosure acknowledgement issued by the Texas Ethics Commission to the filing Business Entity.

**“Controlling Interest”** means (1) an ownership interest or participating interest in a Business Entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a Business Entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a Business Entity that has more than four officers.

**“Interested Party”** means (1) a person who has a Controlling Interest in a Business Entity with whom a member of the University of Texas System, including Owner, contracts; or (2) a person who actively participates in facilitating the contract or negotiating the terms of the contract with Owner or any other

University of Texas System institution, including a broker, intermediary, adviser, or attorney for the Business Entity.

**“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the Business Entity who:

- (1) Receives compensation from the Business Entity for the person’s participation;
- (2) Communicates directly with the Owner or University of Texas System member institution on behalf of the Business Entity regarding the contract; and
- (3) Is not an employee of the Business Entity.

#### **Helpful Links**

Section 2252.908, Government Code (“Disclosure of Interested Parties” Statute)

1 Texas Administration Code Sections 46.1 through 46.3 (“Disclosure of Interested Parties” Regulations)

Rule 10501, Sections 3.1.1 and 3.1.2 of the Board of Regents Rules and Regulations

Texas Ethics Commission “Disclosure of Interested Parties” Web Page

Form 1295, Certificate of Interested Parties

**EXAMPLE FORM SHOWN ON NEXT PAGE.**

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of)	Nature of Interest (check	
		Controlling	Intermediar

**5** Check only if there is NO Interested Party.

**6** AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

**ADD ADDITIONAL PAGES AS NECESSARY**

# EXHIBIT A



# MEMORANDUM



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[www.freese.com](http://www.freese.com)

**TO:** John Branch, Assistant Vice President Facilities Services – Stephen F. Austin State University

**CC:** Wendy Bonneau and Gail Ferry–Katalenas – Freese and Nichols

**FROM:** Shad Comeaux – Freese and Nichols

**SUBJECT:** Draft Scope of Work for Campus Master Plan

**DATE:** 10/25/2024

**PROJECT:** Stephen F. Austin State University Campus Master Plan

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John,

First, thank you again for the opportunity to assist in developing the university's campus master plan. We love serving our clients through various projects, having long-term relationships, and helping clients make their plans a reality. We look forward to serving Stephen F. Austin State University (SFA).

Attached is a draft of the scope of work and project schedule based on our conversations with you and the staff regarding developing a comprehensive campus master plan. Freese and Nichols will lead this effort and coordinate and collaborate with seven teaming partners.

Please review the draft scope of work and schedule. Let us know if you would like to schedule a call to walk you through the scope and answer any questions you might have; we are happy to do so.

Thank you,

A handwritten signature in black ink, appearing to read 'Shad Comeaux', written over a horizontal line.

Shad Comeaux, Principal and Vice President  
Freese and Nichols, Inc.

**Basic Services:** Freese and Nichols, Inc. (FNI) shall render the following professional services in connection with the development of the project:

A comprehensive campus master plan for Stephen F. Austin State University (SFA) will provide a multi-year comprehensive master plan for the University to address development needs and existing development ideas for three (3) University locations listed below. The campus master plan will incorporate leadership and stakeholder input, educational goals, and an analysis of existing conditions, current opportunities and constraints, and projected needs.

As part of this project's scope, the campus master planning team will prepare existing land use and open space plans to form a baseline for future changes. These existing condition maps should indicate the accurate size and location of all buildings, building usage, streets, parking lots, and other structures such as outdoor spaces, playing fields, landscaping, etc. The plans should also include vehicular circulation and pedestrian circulation. The efforts of our seven (7) teaming partners will be used for demographics, enrollment and space utilization analysis, technology planning, utility planning, athletics planning, landscape design guidelines, cost estimates and 3D graphic renderings.

The following tasks contain our recommendations for the project's scope of services.

**Project Locations:** The study area will include three (3) of SFA's locations: Main Campus (Nacogdoches, TX), the DeWitt School of Nursing (5707 North Street, Nacogdoches, TX), and the Center for Applied Research and Rural Innovation (CARRI) (7308 US Highway 59N, Nacogdoches, TX).

SFA's fourth location, the Walter C. Todd Agricultural Research Center, is undergoing a feasibility study by others during this campus master plan effort. The feasibility study results will be incorporated as an appendix to the campus master plan. It is understood that the FNI planning team does not need to consider the Agricultural Research Center in any of our scope elements.

#### **INFORMATION COLLECTION PHASE**

The FNI planning team will locate and collect information through a project kick-off meeting, campus facilities tour, surveys and interactive map, and stakeholder interviews with SFA's campus master plan steering committee, students, deans, administration, faculty and staff. Information gathered from interviews and surveys will help develop an assessment and understanding of existing and proposed facilities and the campus' physical environment. All information collected will be organized to develop planning principles and form the foundation for the comprehensive campus master plan.

#### **Task 1 – Project Kick-off Meeting and Campus and Facilities Tours**

The FNI planning team will conduct a kick-off meeting with the Campus Master Plan Steering Committee to discuss the project approach, planning principles, program goals, and significant tasks. FNI will request/receive any additional data required for the plan. Recommended attendees include those identified by the client and others who will ultimately guide the process, findings and recommendations. We would also like to discuss the following items:

- Project vision, goals and objectives
- Priorities for future projects, if applicable
- Stakeholder involvement strategies
- Project expectations

The FNI planning team will better understand development patterns, existing facilities and location

conditions for all three (3) locations; the FNI planning team will tour each location/campus and various facilities. Existing conditions and any issues will be noted. Photos will also be taken to document the existing conditions. The campus and facilities tours should be led by at least one of SFA's staff members knowledgeable about current campus and facility conditions, preferably the facility/physical plant director. It is also recommended that the tour take place during Trip 1, along with the project kick-off meeting. The kick-off meeting will be on SFA's main campus and is expected to be an in-person meeting. The client will provide a meeting location and notify SFA attendees and consultants of the meeting's place and time.

***Task 1 – Details:***

- ***Trip 1; One (1) Project Kick-off Meeting (Campus Master Plan Steering Committee) and Location/Campus Tours***
- ***Deliverables: Meeting agenda and any presentation/materials. Documentation and summary of existing conditions. All photos taken will be delivered electronically to SFA after project completion.***

**Task 2 – Campus User Interviews and Stakeholder Meetings**

Stakeholder interviews will help the FNI planning team understand the campus' issues and needs regarding existing facilities, future programs and future facility site development. The interviews with University deans and department chairs will discuss potential academic program changes and future space needs. Interviews will be thirty (30) minutes to an hour. If appropriate, the suggested interview groups below can be combined and may take up to five (5) days. The planning team will also provide input boards in strategic areas to capture student information regarding the campus/location's existing conditions and future development. The following are suggested campus leadership or groups to be interviewed:

- President and President's Leadership
- Vice Presidents, Deans and Department Chairs
- Campus Master Plan Steering Committee
- Institutional Effectiveness/Research
- Facilities and Operations
- Athletic Director and selected athletic staff
- Informational Technology Department
- Students or Student Government Association (SGA)
- Researchers
- Campus Recreation

The client is welcome to invite other stakeholders if it fits within the time allocated for on-campus interviews. The client will provide space for all campus user interviews and stakeholder meetings.

***Task 2 – Details:***

- ***Trip 2; Campus Users Interviews and Stakeholder Meetings***

- ***Deliverables: Facilitating all campus user interviews, stakeholder meetings, and a summary of collected input.***

### **Task 3 – Project Website and Online Engagement**

The FNI planning team will create content for a Campus Master Plan webpage on the SFA website. We will provide the content to SFA staff, who will post and maintain the information. The webpage will feature information about the project process, team and input opportunities. FNI will create two online surveys (faculty/staff and student) and an online interactive mapping exercise, as well as provide links to SFA to post on the webpage. SFA staff will post content provided by FNI at appropriate times to keep campus users, faculty, staff and the community informed of project updates and events.

#### ***Task 3 – Details:***

- ***Deliverables: Develop project webpage content, two online surveys, one interactive online map, and a summary of the online surveys and mapping exercise.***

### **Task 4 – Development of Campus Base Maps**

The FNI planning team will create existing condition base maps of the Main Campus, DeWitt School of Nursing and CARRI locations in AutoCAD, utilizing the most recent aerial map imagery. The base maps will be used to develop various campus analyses (see the Analysis Phase), illustrative campus plans to illustrate different facility and physical recommendations, and 3D renderings. Teaming partners will also utilize the base maps to assist in completing their respective efforts.

#### ***Task 4 – Details:***

- ***Deliverables: Development of campus base maps in AutoCAD. Base maps will be developed for the Main Campus, DeWitt School of Nursing and CARRI.***

## **ANALYSIS PHASE**

The campus master plan will analyze existing conditions, opportunities and constraints. The planning team will also develop sub-master plans for athletics, technology, utilities and landscape guidelines. This information will be quantified and qualified to create optimum solutions for the campus environments and future facility building blocks and sites.

### **Task 5 – Develop Campus Analysis**

The FNI planning team will develop maps, graphics, charts and narratives to describe existing conditions and help guide the overall campus master plan. The analysis below is related to the campus' physical aspects. It is not intended to be an in-depth study but to identify existing conditions and potential planning solutions to inform the campus master plan recommendations. The FNI planning team will conduct the following analyses:

#### **Main Campus**

- Landholdings
- Campus and surrounding land uses
- Building and facility functionality

- Access and circulation
- Parking
- Landscape and open space
- Environmental conditions
- Signage and wayfinding
- Technology, water, sanitary sewer, stormwater, electrical, irrigation infrastructure
- Potential land acquisitions
- Development opportunities and constraints

#### **DeWitt School of Nursing**

- Location and surrounding land uses
- Building and facility functionality
- Access and circulation
- Development opportunities and constraints

#### **CARRI**

- Location and surrounding land uses
- Access and circulation
- Development opportunities and constraints

#### **Task 5 – Details:**

- ***Deliverables: Analysis graphics, maps and/or photos to describe elements listed above, accompanied by narratives describing existing conditions.***

#### **Task 6 - Demographic Analysis, Enrollment Projections and Space Utilization (Main Campus, DeWitt, CARRI)**

##### **Kickoff Workshop**

- Prepare for and participate in a workshop with SFA leaders to discuss current and future influences that could affect enrollment projections, space utilization, and future space needs.

##### **Basic Enrollment Projections**

- Using historical data and future enrollment goals for students, faculty and staff provided by SFA and THECB, the team will develop alternative enrollment growth scenarios for the SFA campus.

##### **Demographic Analysis and Enhanced Enrollment Projections**

- Document the home zip codes for existing students using data provided by SFA. Analyze the projected growth potential of the top 10 zip codes (more if preferred) from identified or potential high-feeder areas, community colleges and regions.
- Prepare enrollment projections using available historical data as a starting point:
  - By student headcount and full-time equivalent (FTE)
  - By college
  - By undergraduate, graduate, post-doctor and online enrollment
  - For faculty and staff
- Prepare appropriate tables, graphs and maps to illustrate the above tasks.

**Classroom and Lab Utilization**

- Prepare an analysis of classroom and laboratory utilization using data provided by SFA:
  - By building
  - Room by room
  - By the day of the week
  - By the time of day
  - By actual section enrollment to published section capacity
  - By section size to room capacity
- Review the class schedule and work with the university to correct any inconsistencies in the scheduling data.
- Prepare a classroom demand analysis to determine the right sizes and quantities of classrooms based on the current utilization patterns and compare them with the current inventory. This analysis will be repeated for teaching laboratories.
- Please note: Analysis will utilize base data provided by SFA

**Room Inventory**

- Review and build upon the data created with the Facility Strategy study. In collaboration with SFA personnel, work through space efficiency. Identify where rooms could be reconfigured to maximize scheduling efficiency, increase utilization, and increase fill. This effort would be to maximize room fill by actual section size to target section cap and by section size to room capacity.

**Space Standards**

- Develop and review possible standard office sizes and other metrics, such as sq. ft. per student in classrooms and labs, that could be applied consistently across the University.

**Impacts of Pedagogical Change**

- Conduct a workshop and focus groups to discuss the impacts that new teaching modalities and pedagogical changes are having, or will have, on teaching spaces.

**Interviews**

- Conduct interviews with college deans and department chairs to review the preliminary findings from the above tasks, discuss potential new academic programs, and discuss future space needs.

**Future Space Needs—Academic, Research and Non-Academic Space**

- Prepare an analysis indicating the quantity of additional academic space needed at the college level to accommodate projected growth and new programs.
- Prepare an assessment of space requirements related to research centers and programs.
- Prepare an analysis of (non-academic) administrative and support space needs on each campus based on projected growth and other changes the university desires. Space needs for athletics will be developed as part of the Athletics Master Plan. Space needs for recreational sports, housing and dining are not included.

**"Building Blocks"**

- Synthesize the activities, information, and analysis above to develop a high-level list of recommended projects, including potential re-use of existing buildings and the construction of new buildings at SFA to address future enrollment space needs.

- Please note: This includes reviewing previous studies (Campus Master Plan Update 2020 and Campus Facility Strategy Study) to understand the work proposed or already in progress, which will impact the potential “building blocks” the new master plan update will recommend.

#### **Prepare a Final Report**

- Prepare a draft report, designed to be included inside chapters of the master plan, that contains all the above data and recommendations. Review with FNI and SFA.
- Prepare and present a final report for inclusion in the master plan.

#### **Task 6 – Details:**

- ***Deliverables: Stakeholder meetings, written text, maps, charts, and tables are designed as chapters/sections in the campus master plan document, containing data and recommendations from Task 6.***

#### **Task 7 - Technology Master Plan and Programming**

- Review existing documentation submitted by SFA describing current technology systems, standards, preferences and future plans.
- Meet with SFA and the campus planning team to ascertain the technology systems' functional, aesthetic, sustainability and budgetary requirements and aspirations.
  - Conduct a Technology Visioning and Virtual Benchmarking workshop. In Technology Visioning, present the emerging technologies in audio, video, displays, AR/VR/XR, computing, telecommunications, personal communications, and others that may impact the future of higher education. In Virtual Benchmarking, show dozens of photos, sketches and floor plans from various institutions with similar program elements and facilitate a discussion about what attributes of the various spaces are desired (and not desired) for your project. Note: This is an excellent tool for gathering program information, allowing SFA to give specific directions to the planning team since the technology systems significantly impact the design of many space-related factors.
- Technology Room Discovery and Documentation
  - Review a sampling of current technology rooms (Data Centers, MDF/IDF Rooms, AV control rooms/closets) with SFA personnel and review documents and reports related to the current state of IT and Technology on Campus for current efficiencies, future expansion capabilities, and infrastructural viability (heating/cooling, redundancies, and UPS/backup generator requirements).
  - Review a sampling of current teaching and instructional spaces with SFA personnel and review documents and reports related to the current state of IT and Technology on Campus for current efficiencies, future expansion capabilities, and infrastructural viability.
  - Review a sampling of recreational and sporting venues with SFA personnel and review documents and reports related to the current state of technology and future technology, expansions and infrastructural viability.
  - Review the Main Campus, DeWitt School of Nursing and the CARRI buildings with SFA personnel and review documents and reports related to the current state of Technology and future technology, expansions and infrastructural viability.
- Develop a Technology Planning Program report, including:

- Narrative descriptions of recommended solutions for the relevant spaces and systems
- Sketches as needed to illustrate design ideas and concepts
- Relevant technology trends
- General principles related to the Intelligent Building Systems/Building Internet of Things (IoT)
- Impact on technology staffing levels
- Technology Refresh recommendations
- Space Planning considerations
- Architectural integration considerations and opportunities
- Budgetary considerations for typically installed systems
- Note: The report is intended to be used as a decision-making tool for planning and budgeting purposes. The costs expressed are estimates per space or system type for the equipment and labor necessary to achieve the planned functionality; the document does not identify specific component-level costs, manufacturers, makes or model numbers.
- Meet with SFA to review the Technology Program.
- Submit a final Technology Program based on the information provided at the meeting. Upon acceptance by SFA, the report will serve as a guideline for planning and design efforts.

#### **Task 7 – Details:**

- ***Deliverables: Create and develop a Technology Master Plan report.***

#### **Task 8 – Intercollegiate Athletics Master Plan**

The Intercollegiate Athletics Master Plan will be developed concurrently with the campus master plan.

- The planning and programming effort will include analysis, engagement, program development and conceptual design. Recommendations will be integrated into the overall campus master plan and the full Intercollegiate Athletics Master Plan will be included as an appendix.
  - The scope will provide studies for recreation as it relates to the overall campus master plan and athletics coordinated with the campus master plan.
- Meetings:
  - Onsite – (4) Workshop style meetings with SFA, (1) charrette with the planning team and (1) presentation
  - Virtual – As required for progress, coordination and review of the work.
- Preparation of the report, deliverables and documents include the following:
  - Workshop reports and meeting notes
  - Space programs – existing and proposed
  - Design ideas, conceptual graphics, sketches, site and floor plans, and sectional graphics
  - The final report will coordinate with the planning team and SFA campus standards.
    - Narrative Document – Basis of Need, Benchmarking, Data Analysis, Projections, Trends, Design, and Code.
    - Conceptual Graphics/Sketches, Site Plans, Floor Plans, and Sectional Graphics.
    - Exterior and Interior Renderings and Imagery – aligning with FNI standards.
    - Schedule/Phasing Diagrams – aligning with FNI sequencing.
    - Statement of Probable Cost from FNI estimator.
    - Misc. Additional Documentation – as required to convey the overall planning efforts.



**Task 8 – Details:**

- **Deliverables: Intercollegiate Athletics Master Plan for Main Campus.**

**Task 9 - Utility Master Plan**

The goal of the Utility Master Plan is to document existing conditions and guide future growth and utility infrastructure improvements for the SFA Main Campus. The plan will address water, sanitary sewers, stormwater, electrical, irrigation, technology, and alternative energy infrastructure.

- One (1) site visit to visually assess the existing utility conditions.
- Campus Utility Capacity Analysis
  - Water Service
    - Research the extent of the public water system on campus grounds.
    - Calculate the capacity of water service capacities based on available information.
  - Sanitary Sewer Service:
    - Research the extent of the public sanitary sewer system on campus grounds.
    - Calculate system capacity at campus offsite discharge points based on available data (size and slope).
  - Storm Sewer:
    - Research the extent of the storm sewer system.
    - Identify areas on Campus prone to flooding or ponding based on conversations with the facilities group or key personnel from Campus.
  - Electrical:
    - Research the extent of the electric transmission system.
    - Assess electrical equipment for any safety concerns.
    - Review and document the historical electric demand of all metering locations on the main campus.
  - Mechanical and Plumbing
    - Research the extent of the mechanical system.
    - Assess the central plant, chilled water system, boilers, chillers, and other campus mechanical systems.
- Develop utility improvement recommendations to coordinate with the proposed campus development phasing.
- One (1) coordination meeting with the City of Nacogdoches related to future infrastructure expansion.
- Documentation
  - Prepare a report identifying existing utilities with calculated capacities, where appropriate.
  - Prepare narrative for utility considerations.
  - Provide written recommendations for utility improvements to accommodate growth as outlined in this campus master plan.
  - Prepare drawings illustrating existing utility infrastructure in and adjacent to the campus based on information provided by others as outlined above.
  - Prepare drawings with proposed recommendations for utility infrastructure.

**Task 9 – Details:**

- **Deliverables: Utility Master Plan for Main Campus based on proposed campus master plan improvements.**

**Task 10 – Landscape Character Guidelines**

Landscape Character Guidelines will be created in conjunction with the development of the campus master plan and will include:

- Review all documents provided by SFA, including the existing master plan, landscape guides, and other university plans.
- Perform one (1) site visit to verify and document existing conditions, understand problems and identify opportunities and assets.
- Participate in four (4) meetings with the planning team and SFA for items related to the landscape scope.
- Create Landscape Character and Design Guidelines, including standard campus theme and aesthetic, plaza and gathering area standards, and boundary identification.
- Design standards that illustrate intent through imagery, written specifications, and construction details. Areas include:
  - Definition / Planning of Pedestrian Circulation and Other Gathering Spaces
  - Definition / Planning of Landscape Areas (trees, shrubs, groundcovers, and lawns)
  - Definition / Planning of Hardscape Areas (courtyards, sidewalks, lighting, etc.)
- Produce multiple design options for feedback from the planning team and SFA.
- All planning and design will incorporate the appropriate information from campus standards documents.
- Prepare an estimate of probable cost for design option(s).
- Prepare an overall plan rendering illustrating the collaborative efforts of the planning team to create a collective future vision for the campus areas. This will include a potential phasing response for implementation over time.
- Deliver Landscape Character Guidelines following revisions from the planning team and SFA.

***Task 10 – Details:***

- ***Deliverables: Develop Landscape Character Guidelines***

**Task 11 – Facility Conditions Assessment**

A Facility Conditions Assessment of multiple buildings will be included in the campus master plan. SFA has identified the following fifteen (15) facilities to be studied:

- Hall 10
- North Hall
- South Hall
- Education Annex
- Human Sciences North
- Human Sciences South
- Miller Science Building
- Kennedy Auditorium
- Military Science Building
- Hall 20
- Advancement Annex
- Construction Management
- Environmental Health, Safety and Risk Management
- Music Prep House
- University Police Department (UPD)

The architectural team will visit each facility to document its physical conditions and prepare a final report with a condition assessment of each facility.

- Data collection and review:
  - SFA will provide FNI with relevant project data, including, but not limited to, the 15 existing facilities' floor and site plans, facility maintenance reports, and previous studies. FNI will review the materials received from SFA.
- Project kick-off meeting:
  - FNI's architectural team conducting facilities assessments will participate virtually in the kick-off meeting at SFA to introduce the FNI team and SFA personnel, and schedules for the facility assessments will be established.
- Base floor plans:
  - Using the facilities' PDF floor plans provided by SFA, FNI will develop floor plan images for each facility to be used in the facilities' assessments. The floor plans will indicate room layouts and current room names. Furnishings and equipment will be excluded. It is assumed that SFA will provide accurate plans and that FNI field verification will require minimal effort.
- Facility Assessments:
  - FNI will perform a site visit and condition assessment of each of the 15 facilities. The assessments will be visual and include the facilities' architectural, structural, mechanical, electrical, and plumbing systems. The conditions of the building's interiors and the building's envelope, including the roof, will be addressed. Conditions will be documented through photography. Exterior improvements, such as adjacent parking areas and walkways, are included. Security, audiovisual, and information technology systems are excluded. Assessments of SFA's utility infrastructure, such as water, sanitary, storm, gas, and electric systems serving the facilities, are excluded. Energy analyses and electrical demand are excluded. Verification of compliance with current building codes and ordinances is excluded. Facilities compliance with Texas Accessibility Standards is excluded.
  - The facility assessments will occur during three consecutive days at SFA. SFA shall have staff available to accompany FNI personnel to unlock doors, provide access to all areas, including the roofs, and respond to questions about the facilities.
- Preliminary Facility Assessments and Analysis:
  - Based upon the 15 facility visits described above, FNI will document their conditions, including projected life expectancies of building systems.
- Draft Facility Conditions Assessment Report:
  - FNI will prepare a draft report that includes all findings and distribute it to SFA for review. During a virtual conference call with SFA, FNI will review the findings and receive SFA's comments.
- Final Facility Conditions Assessment Report:
  - FNI will incorporate the Draft Facility Conditions Assessment Report comments from SFA into the final report, which will be distributed to SFA.

#### **Task 11 – Details:**

- ***Deliverables: Facility Conditions Assessment documentation and report for fifteen (15) facilities on the Main Campus.***

#### **Task 12 - Conceptual Plans and Presentation**

After completing the online survey and the campus analysis, the planning team will conduct an internal design charrette and develop scenarios to illustrate the potential location and configuration of physical plan recommendations. The planning team will summarize the survey results, campus analysis and

conceptual plans to the Campus Master Plan Steering Committee and build consensus for each preferred campus/location draft conceptual plan. Following the presentation, the planning team will have sufficient information and direction to develop draft illustrative plans and project recommendations.

**Task 12 – Details:**

- ***Trip 3; Presentation of Analysis and Conceptual Plans (Campus Master Plan Steering Committee)***
- ***Deliverables: Presentation of online survey results and campus analysis; presentation of conceptual plan designs for Main Campus, DeWitt School of Nursing and CARRI.***

**REVIEW PHASE**

During the Review Phase, based on the preferred concept plans developed during internal charrettes, the planning team will develop illustrative draft plans for the Main Campus, DeWitt School of Nursing and CARRI. The team will also develop recommendations for buildings, facilities, transportation and landscape projects. A meeting with the Campus Master Plan Steering Committee will explore and resolve issues related to the draft illustrative plans and recommendations.

**Task 13 – Draft Illustrative Master Plans and Recommendations**

The draft of the illustrative master plans will help promote the vision and guide implementation as the university develops. The planning team will prepare exhibits of the SFA campuses/locations, building on ideas generated in prior meetings. The illustrative draft plans will be created from information collected in Tasks 1-12. The illustrative plans will become the campus map exhibits supporting the vision, strategies and recommendations developed during the process. The campus master plan will be illustrated through the following:

- Future Campus Development (if applicable)
  - Future building sites, renovations/expansions
- Campus Access and Parking
- Campus Pedestrian Circulation, Landscaping and Open Space
- Architectural Renderings (see Task 17)

**Task 13 – Details**

- ***Deliverables: Illustrative campus master plans for Main Campus, DeWitt School of Nursing and CARRI illustrating existing buildings, proposed future facilities, campus entries/exits, open space and landscaping, and other key planning strategies. The illustrative campus master plans are to be reviewed during Trip 4. Develop other key recommendations related to the campus master plan.***

**Task 14 – Presentation of Draft Illustrative Master Plans and Recommendations**

The draft illustrative campus master plan and recommendations will be presented to the Campus Master Plan Steering Committee. The planning team will also host an open house forum (come-and-go format) to allow campus stakeholders to review draft recommendations and provide feedback. The final draft will incorporate any comments and revisions received during these meetings.

**Task 14 – Details**

- ***Trip 4; Presentation of Draft Illustrative Master Plan and Recommendations (Campus Master Plan***

***Steering Committee), Campus Master Plan Open House***

- ***Deliverables: Presentation and open house materials of illustrative campus master plan for Main Campus, DeWitt School of Nursing and CARRI, and other key planning strategies and recommendations.***

**REFINEMENT/FINAL PHASE**

The final phase of developing the campus master plan includes preparing the cost estimates, implementation plan, draft document, and architectural/graphic renderings. This is followed by a final review of deliverables, with subsequent refinements as needed.

**Task 15 – Implementation Plan**

An implementation plan will be created to prioritize the campus master plan recommendations and phase recommendations for the long-term development of the SFA campuses/locations. The planning team will coordinate project priorities, potential funding, partnerships, and estimated project initiation with campus leadership.

***Task 15 – Details***

- ***Deliverables: An implementation plan to identify priority recommendations and project initiations.***

**Task 16 – Cost Estimates**

Preliminary cost estimates will be developed during the refinement/final phase and revised, if necessary, based on the final campus master plan.

***Task 16 – Details***

- ***Deliverables: Cost estimates of all campus projects and recommendations with sufficient specificity.***

**Task 17 – Draft Report**

The planning team will prepare a draft of the Stephen F. Austin State University Campus Master Plan, documenting the previous tasks' work. The draft plan will be submitted in a digital format via email. The draft plan will be forwarded to the client's primary contact to distribute to appropriate people for review. The plan should include but is not limited to the following: an acknowledgments page, a table of contents, an executive summary, the findings of Tasks 1-16, a conclusion, and appendices as needed. The plan will include architectural/graphic renderings of proposed projects to communicate recommendations and integrate physical changes into the existing campus/location environments. A reasonable review period will be requested from the client, and one point of contact will be needed to collect all comments to be submitted to FNI.

***Task 17 – Details***

- ***Deliverables: The draft plan will be submitted electronically for review, and maps included in the draft report will be submitted as separate files. Site-specific recommendations, such as conceptual master plans, will be prepared in AutoCAD format. The plan will also include architectural/graphic renderings (8) and no more than two (2) revisions.***

**Task 18 – Review Meetings**

The draft campus master plan and recommendations will be presented to the Campus Master Plan Steering Committee. As needed, an additional presentation can be provided during the same trip. A summary of the project and process to date will be given. The final draft will incorporate any comments and revisions received during these meetings.

***Task 18 – Details***

- ***Trip 5; Presentation of Draft Campus Master Plan and Recommendations (Campus Master Plan Steering Committee), One (1) additional presentation as needed***
- ***Deliverables: Presentation of Process, Recommendations, and Draft Campus Master Plan.***

**Task 19 - Final Stephen F. Austin State University Campus Master Plan**

The Final Campus Master Plan will be high-quality, with clear images, illustrations, and written text. All maps and tables will be cited appropriately and contain keys when appropriate. FNI will apply internal quality assurance controls to achieve a high-quality Final Plan. A reasonable review period will be requested from the client, and one point of contact will be needed to collect all comments to be submitted. After approval, FNI will provide the Final Campus Master Plan using Adobe InDesign and all project files such as photographs, AutoCAD files, survey results, etc.

***Task 19 – Details***

- ***Deliverables: Electronic submittal of the plan for one (1) final review; final Stephen F. Austin State University Campus Master Plan (20 hard copies provided to SFA); electronic files containing final plan in InDesign and as a PDF, maps, photos and graphics, and all other project files; campus master plans illustrating existing buildings, proposed future facilities, campus entries/exits, open space, and landscaping, in AutoCAD format.***

**Summary of Project Meetings**

The planning team will facilitate meetings and prepare presentations and materials throughout the project. These meetings utilize various techniques and rely on traditional formats to gather vision data and input. The planning team will also request regularly scheduled virtual meetings throughout the project to coordinate with the client. The following is a summary of meetings to be conducted during the planning process:

- **Project Kick-off Meeting and Campus and Facilities Tour**
  - (See Task 1 - Trip 1)
- **Stakeholder and Campus User Interviews**
  - (See Task 2 - Trip 2)
- **Presentation of Analysis and Conceptual Plans**
  - (See Task 12 - Trip 3)
- **Presentation of Draft Illustrative Master Plan and Recommendations**
  - (See Task 14 - Trip 4)
- **Presentation of Draft Campus Master Plan and Recommendations**

- (See Task 18 - Trip 5)

### Compensation

FNI agrees to perform the Scope of Services for a lump sum fee of \$1,720,700. (Note: scope task items can be added, removed, or modified based on SFA priorities, needs and budget. All expenses are included in the total fee.)

Project Tasks	Fee Breakdown	Task Lead
<b>Basic Services</b>		
Task 1 – Project Kick-off Meeting and Campus and Facilities Tours	\$57,700	FNI
Task 2 – Campus User Interviews and Stakeholder Meetings	\$55,630	FNI
Task 3 – Project Website and Online Engagement	\$24,550	FNI
Task 4 – Development of Campus Base Maps	\$86,880	FNI
Task 5 – Develop Campus Analysis	\$121,660	FNI
Task 6 – Demographic Analysis, Enrollment Projections and Space Utilization	\$223,710	FPC/FNI
Task 7 – Technology Master Plan and Programming	\$66,490	NV5/FNI
Task 8 – Intercollegiate Athletics Master Plan	\$283,610	RDG/FNI
Task 9 – Utility Master Plan	\$210,950	JQ/FNI
Task 10 – Landscape Character Guidelines	\$67,980	CA/FNI
Task 11 – Facility Conditions Assessment	\$71,200	FNI
Task 12 – Conceptual Plans and Presentation	\$78,380	FNI
Task 13 – Draft Illustrative Master Plans and Recommendations	\$67,450	FNI
Task 14 – Presentation of Draft Illustrative Master Plans and Recommendations	\$37,750	FNI
Task 15 – Implementation Plan	\$20,350	FNI
Task 16 – Cost Estimates	\$27,060	PCR/FNI
Task 17 – Draft Report	\$161,430	FNI
Task 18 – Review Meetings	\$28,890	FNI
Task 19 – Final Stephen F. Austin State University Campus Master Plan	\$29,030	FNI
<b>TOTAL</b>	<b>\$1,720,700</b>	

FNI – Freese and Nichols, Inc.

FPC – Facility Programming and Consulting

NV5 – NV5 Engineering and Technology

RDG – RDG Planning & Design

JQ – JQ Infrastructure, LLC

CA – Coleman & Associates

PCR – Project Cost Resources, Inc.

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by the SFA, which are not included in the above-described Basic Services, are described as follows:

- A. Making revisions to drawings or other report documents when such revisions are 1) inconsistent with approvals or instructions previously given by the Client or 2) due to other causes not solely within the control of FNI.
- B. Meeting or trips more than the number of meetings included in Basic Services for coordination meetings, public meetings or other activities. Additional meetings requested by the client more than those included in Basic Services will be billed hourly per the rates outlined in Attachment CO.
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- D. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations before any regulatory agency, court, arbitration panel or mediator.
- E. Revisions, contract modifications, studies or analyses are required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- F. Providing basic or additional services on an accelerated schedule. This includes the cost of overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated schedule directed by the Client.
- G. Preparing statements for invoicing or billing documentation other than the standard invoice for services attached to this professional services agreement.
- H. Providing document revisions more than those outlined in Basic Services.

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within 12 months, depending on the stakeholders' availability. *(See attached schedule)*

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined in this Agreement and will be based upon the rates outlined in Attachment CO.



**RESPONSIBILITIES OF OWNER:** The client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Basic Services.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. Client comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as Client's representative concerning the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, and interpret and define the Client's policies and decisions concerning FNI's services for the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Bear all costs incident to compliance with the requirements of these Responsibilities of Owner.

Stephen F. Austin State University Campus Master Plan  
Project Schedule



Phase	Meeting, Task Objective or Deliverable	2024		2025												Notes
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
Information Collection Phase	<b>Task 1: Project Kick-off Meeting and Campus and Facilities Tour.</b> The FMI planning team will conduct a kick-off meeting to discuss the project approach, planning principles, program goals and significant tasks. The team will also tour each location and various facilities.															Trip #1 Owner will coordinate necessary participants and lead facilities tour
	<b>Task 2: Campus User Interviews and Stakeholder Meetings.</b> Stakeholder interviews will help the FMI planning team understand the campus's issues and needs regarding future programs and future facility site development. The interviews with University deans and department chairs will discuss potential changes to academic programs and future space needs. Interviews will be thirty (30) minutes to an hour and may take a up to five (5) days.															Trip #2 Owner will coordinate participants and meeting space
	<b>Task 3: Project Website and Online Engagement.</b> The FMI planning team will create content for a Campus Master Plan webpage on the SFA website. We will provide the content to SFA staff who will post and maintain the information. The webpage will feature information about the project process, team and input opportunities.															
	<b>Task 4: Development of Campus Base Maps.</b> The FMI planning team will create existing base maps of the Main Campus, DeWitt School of Nursing and CAPRS locations in AutoCAD utilizing the most recent aerial map imagery.															
Analysis Phase	<b>Task 5: Division Campus Analysis.</b> The FMI planning team will develop maps, graphics, charts, and narratives to describe existing conditions and help guide the overall campus master plan. This task includes analysis of physical conditions, technology, and utilities.															
	<b>Task 6 - Demographic Analysis, Enrollment Projections and Space Utilization.</b> This task includes analysis of demographics and utilization, and development of enrollment projections, space standards and building blocks.															
	<b>Task 7 - Technology Master Plan and Programming.</b> This task includes analysis of existing technology infrastructure and standards, and developing recommendations associated with the proposed master plan projects.															
	<b>Task 8 - Intercollegiate Athletics Master Plan.</b> This task will be developed concurrently with the campus master plan and includes analysis and recommendations for athletics facilities.															
	<b>Task 9 - Utility Master Plan.</b> The Utility Master Plan documents existing conditions and guides future growth and utility infrastructure improvements for the SFA Main Campus. The plan will address water, sanitary sewers, stormwater, mechanical, electrical, emission, technology, and alternative energy infrastructure.															
	<b>Task 10 - Landscape Character Guidelines.</b> This task includes review of the existing landscape and development of landscape design and character guidelines that coordinate with the proposed campus master plan.															
	<b>Task 11 - Facility Conditions Assessment.</b> This task includes facility assessments of buildings specified by SFA.															
	<b>Task 12: Conceptual Plans and Presentation.</b> After completing the online survey and the campus analysis, the planning team will conduct an internal design charrette and develop scenarios to illustrate the potential location and configuration of physical plan recommendations. The planning team will present a summary of the survey results, campus analysis and conceptual plans to the Campus Master Plan Steering Committee and build consensus for each preferred campus/location draft conceptual plan.															Trip #3 Owner will coordinate participants and meeting space. Following the presentation, the planning team will have sufficient information and direction to develop draft illustrative plans and present recommendations.
Review Phase	<b>Task 13: Draft Illustrative Master Plans and Recommendations.</b> The planning team will prepare exhibits of the SFA campus/locations, building on ideas generated in prior meetings. The illustrative draft plans will be created from information collected in Tasks 1-12. The illustrative plans will become the campus map exhibits that will support the vision, strategies, and recommendations developed during the process.															
	<b>Task 14: Presentation of Draft Illustrative Master Plans and Recommendations.</b> The draft illustrative campus master plans and recommendations will be presented to the Campus Master Plan Steering Committee. The planning team will also host an open house forum (come-and-go format) to allow campus stakeholders to review draft recommendations and provide feedback. Any comments and revisions received during these meetings will be incorporated into the final draft.															Trip #4 Owner will coordinate meeting space
Refinement/Final Phase	<b>Task 15: Implementation Plan.</b> An implementation plan will be created to prioritize the campus master plan recommendations. The implementation plan will also phase recommendations for the long-term development of the SFA campus/locations. The planning team will coordinate with campus leadership regarding project priorities, potential funding, partnerships, and estimated project timeline.															
	<b>Task 16: Cost Estimates.</b> Preliminary cost estimates will be developed and revised, if necessary, based on the final campus master plan.															
	<b>Task 17: Draft Report.</b> The planning team will prepare a draft of the Stephen F. Austin State University Campus Master Plan, documenting the previous tasks' work.															Submit Draft Campus Master Plan for Review
	<b>Task 18: Review Meetings.</b> The draft campus master plan and recommendations will be presented to the Campus Master Plan Committee.															Trip #5 Owner will coordinate meeting space
	<b>Task 19 - Final Stephen F. Austin State University Campus Master Plan</b>															Owner Approves Final Plan Document
Scope Task Duration																
Meeting/Presentation (Tpts)																

