



Office of Purchasing
 125 Old Main
 One John Marshall Drive
 Huntington, WV 25755-4100

TAX EXEMPTION #: 55-6000789

PURCHASE ORDER

Number: **P2301295**

Please show this number on all packages and documents related to this order

Voice: (304) 696-2598 Fax: (304) 696-3333

Date: 12/15/2022

Vendor: 520899570 Ayers Saint Gross Incorporated 1040 Hull Street Suite 100 Baltimore MD 21230	Ship To: Marshall University Rec Dept 201 21st Street Huntington WV 25703 Requisition #: R2301295
Invoice to: Accounts Payable, Marshall University One John Marshall Drive, Huntington, WV 25755-4500 Voice 304-696-2221 Fax: 304-696-3289	Address all other correspondence to the Purchasing Department. TAX EXEMPTION #: 55-6000789

PLEASE ACKNOWLEDGE RECEIPT OF THIS ORDER AND GIVE DEFINITE DELIVERY DATE

Item	Item Description	Units	Unit Price	Extended Price
1	Professional Services Proposal: No 2220064.00 Dated: 10/11/22 Scope of work: Phase 1. Analysis: Bringing Information Together Phase 2. Scenario Planning: Exploring Potential Futures Phase 3. Synthesis: Developing a Roadmap Compensation not to exceed	655,830.00	DOL 1.0000	655,830.00
2	Out of Pocket Expenses: Not to exceed Dates of Service: 12/15/22 to 8/31/23	43,500.00	DOL 1.0000	43,500.00

FOB:	TERMS:	DISCOUNT:	\$0.00
PURCHASING AGENT:	Angela White Negley (304) 696-2599	ADDL CHARGES:	\$0.00
AUTHORIZED SIGNATURE:		TOTAL TAXES:	\$0.00
Attorney General's Signature (if required):		TOTAL:	\$699,330.00

Account #:	Amount	Mark For:
1-119008-5010-70251-0610	\$699,330.00	Char McKenna/OM 114/6-2487
PURCHASING COPY		



11 October 2022

Ayers Saint Gross

1040 Hull Street, Suite 100
Baltimore, Maryland 21230
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Brandi Jacobs-Jones
Senior Vice President for Operations
Marshall University
Old Main 114
One John Marshall Drive
Huntington, WV 25755

Re: Marshall University
Campus Plan
Professional Services Proposal
Ayers Saint Gross No. 2220064.00

Dear Ms. Jacobs-Jones:

Ayers Saint Gross is pleased to submit this proposal to work with your team to develop the MU23 Master Plan. We are excited to continue our relationship with your campus community, and this is an important project for our firm. Thank you for the opportunity.

PROCESS OVERVIEW

A campus plan provides a framework for investments in buildings, landscapes, and infrastructure to support an institution's enduring mission and vision and advance its strategic planning priorities. Planning concepts often need to evolve and mature before final decisions are made. Our planning methodology is intentionally flexible to accommodate discoveries along the way. We hold workshops at regular intervals to provide flexibility without compromising the overall project schedule. Workshops are clusters of meetings conducted in-person, virtually, or through a hybrid format. They can include engagement with key stakeholders, walking tours, concept development, and presentations. In between workshops, we will continue developing analysis and concepts and hold regular virtual meetings to review progress.

PROJECT GOVERNANCE

We expect to engage with the following groups:

- **Core Team + Working Group:** We will meet with the 3-person core team weekly by web meeting to coordinate stakeholder meetings, gather data, and review materials produced by the consultant team. Twice per month, the larger Working Group will join these sessions.
- **Steering Committee:** We recommend that the University establish a steering committee for this project that includes individuals who bring diverse perspectives about priorities and opportunities. They will review analysis and ideas, evaluate pros and cons of various alternatives, and help guide recommendations.
- **Senior Leadership:** Senior Leadership consists of the Board of Governors, President and Cabinet, and other academic and administrative leadership. We plan to brief these groups and seek direction at major project milestones. Our proposal includes up to five (5) meetings with senior leadership groups.

An employee-owned design firm.



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- **Focus Groups:** We will conduct focus groups at the outset of the process to have targeted conversations about key topics. We will work with the University to identify three (3) to four (4) focus groups. These sessions will take place through a blend of virtual and in-person settings. After the initial focus groups, participants will be invited to follow-up sessions where all focus group attendees participate together in one meeting to provide input on the plan as it develops.
- **Other Stakeholder Engagement:** To engage a wide range of stakeholders, we will conduct open forum sessions for the entire campus community at two (2) milestones in the planning process and prepare one (1) online survey and one (1) comment portal to be distributed to students, faculty, and staff. Additional external stakeholder groups will be identified during the planning process. Our proposal includes up to five (5) meetings with external stakeholder groups.

CONSULTANT TEAM

Ayers Saint Gross will lead and manage the consultant team, as well as provide campus planning, space analytics, and landscape architecture services.

The following firms will be engaged to provide professional services:

- Edward Tucker Architects: Local Partner, Facilities Condition Assessment
- CMTA: MEP Engineering
- GAI: Civil Engineering, Stormwater, and Transportation

SCOPE OF WORK

We will develop the campus plan through a three (3)-phase process.

1. Analysis: Bringing Information Together

The analysis phase generates a shared understanding of existing conditions for the consultant team, planning committees, and the campus community. During this phase, we will discern what information is most relevant to align the physical campus with the mission and goals of Marshall University. Specific tasks are outlined below.

1.1 Base Data Request

The design team will prepare and submit a base data request of foundational information and review information provided. We assume that, at minimum, the University will provide:

- scaled building floor plans in AutoCAD and/or PDF format for all campus buildings
- campus site mapping including buildings, walks, streets and parking areas, utilities, and topography in AutoCAD or GIS file formats
- facilities condition reports documenting condition of building structure, envelope, and MEP systems for major buildings not included in our team's facilities condition assessment scope (Task 1.4)
- previous planning and feasibility studies, and
- data sets documenting room use, current and projected future enrollments, current and projected future faculty and staff populations, etc.



To maintain the proposed project schedule, we assume that the University will provide all requested base data within 30 days of receiving the base data request and that files provided will be accurate, complete, and provided in a file format that can be readily manipulated by our team. The scope of work does **not** include creating, validating, or updating data sets.

1.2 Create Campus Base Map

Ayers Saint Gross will generate campus base maps that illustrate buildings, paths, open spaces, streets, and utilities infrastructure for use in planning and coordination efforts. This will include all facilities in downtown Huntington (Main Campus, Marshall Medical Center, Forensic Science Center, Visual Arts Center, School of Physical Therapy, School of Pharmacy), the South Charleston Campus, Mid-Ohio Valley Center, Teays Valley Regional Center, and Emma Byrd Higher Education Center.

The base maps will reflect the features illustrated in the mapping provided by the University. Downtown Huntington will be illustrated thoroughly, and other locations will be documented as appropriate for the size of the university's presence. No site surveying is included in this proposal.

1.3 Campus Analysis

The consultant team will assess the physical campus, synthesizing base data collected, previous studies and proposals, and our in-person observations. The assessment will include summary conceptual drawings that illustrate overall campus structure for all Marshall campuses, with a specific focus on Downtown Huntington. We will illustrate key campus conditions as they exist today, to potentially include buildings, parking, vehicular circulation, pedestrian circulation, open space, campus development history, local regulations, or other features to be identified. GAI will provide an existing transportation network map, and Edward Tucker Architects will provide documentation of ongoing developments and context around Marshall landholdings.

1.4 Facilities Condition and Deferred Maintenance Assessment

Edward Tucker Architects and CMTA will assess Marshall's existing facilities. The team will review facilities condition reports and deferred maintenance documentation provided by the University and develop a summary of the level of intervention needed to renovate all major facilities. This will be provided as a diagram rating each building on a scale of 1 to 5.

Based on conversations with you, we understand that the University will provide feasibility studies documenting condition issues for most buildings of concern. Our scope includes supplemental facilities condition assessment as described below.

For the buildings listed, we will provide an assessment generally summarizing condition of the following elements: exterior issues; utilities and services; structural systems; exterior envelope; roofing; interior elements; Americans with Disabilities Act (ADA); compliance; life safety issues; heating, ventilation and air conditioning (HVAC); plumbing; fire protection; primary electrical service and switchgear; power distributions systems; lighting systems; fire alarm system; lighting protection;



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telephone security and special systems; hazardous materials; and occupational health issues. To facilitate this assessment, we will conduct on-site facilities condition tours with a representative from the facilities team. We estimate this will require 12-14 days on site. The assessment of each building will be provided as a memorandum including written narrative and photographs. Each assessment will be approximately 5-7 pages in length and will be formatted as an appendix to the campus plan document.

1. Twin Towers
2. Commons
3. Buskirk Hall
4. Cam Henderson Center
5. Harris Hall
6. Prichard Hall
7. Welcome Center
8. Student Center
9. Mid-Ohio Valley Campus (MOVC)
10. South Charleston Campus
11. Engineering Labs
12. Visual Arts Center

Targeted facilities condition assessments will be provided as noted below.

1. Gullickson Hall - We will address the academic spaces (classrooms and offices) in this facility. A condition assessment of the spaces used for Athletics will be provided by the University.
2. Corbly Hall - We will provide MEP and ADA review for this facility to supplement the analysis that has already been completed.

1.5 Stormwater Analysis

GAI will conduct a preliminary analysis of campus drainage issues with a particular focus on flooding issues reported in the lower levels of Smith Hall, Morrow Library, Science Building, Gullickson Hall, and Henderson Center. They will suggest conceptual stormwater management plans to address identified issues.

1.6 Facilities Inventory Verification

We will conduct an audit of the University room inventory by walking through each building with a representative from the facilities team to observe and document every non-residential assignable space. We anticipate this will require approximately three (3) days on campus. Room use, departmental allocation, and number of seats in instructional spaces and offices will be documented. Significant variations from floor plans and/or the inventory will be noted. "Significant" is defined to include any alteration from the drawings that could be considered a reconfiguration of space or the installation of any additional equipment that affects the usable area and/or functionality of a space. We will provide the verified room use inventory in Excel format to the University for their use.

We assume that the University will provide scaled floor plans in AutoCAD (preferred) or PDF format for every non-residential building and a room use database in Excel format that documents room number, room use, and departmental allocation at minimum for every room. These files are required to complete this scope item.



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1.7 Learning Space Rating System

During the Facilities Inventory Verification process, we will evaluate each space categorized as a general purpose classroom or teaching laboratory. We will use a scoring system adapted from the Learning Space Rating System (LSRS) developed by Educause. This process goes beyond the condition and use of the space and assesses the functional adequacy of these spaces to support student learning.

1.8 Space Assessment

Ayers Saint Gross will conduct a space needs assessment to determine the amounts and types of space needed to support the University's people and programs today and in the future. Residential space and clinical space are excluded from the analysis; their needs will be coordinated through conversation with key representatives.

We will create a summary profile of the existing space inventory and complete a comprehensive instructional space utilization analysis for classrooms and teaching laboratories during the Fall 2022 semester. This will assess usage by building, room capacity, room type, and occupying unit.

The space needs assessment will identify programmatic needs by school, college, or primary unit and by space type. To determine needs, we will develop metrics for applicable space types that draw upon our experience working with similar institutions, firsthand observations of existing conditions, stakeholder input, future growth projections provided by the University, and data analysis of current instructional space utilization. For spaces that serve customized purposes, we will supplement a metric-based analysis with an assessment of the dimensional requirements to perform key functions to determine needs.

1.9 Planning Principles and Concept Plan

Planning principles state the philosophical positions about facilities that guide decision making. We will develop University-wide principles based on the analysis and space needs assessment and will refine them with key stakeholders. The Concept Plan will illustrate the ideal structure, layout, and relationships of the campuses including circulation, open spaces, buildings, and focal points. It will be used to describe ideas and solicit input. The principles and Concept Plan will be documented in a PowerPoint presentation.

Phase 1 Meetings and Engagement

The following engagement sessions will take place during the first phase, which includes one site visit and two periods of virtual engagement.

1. Site Visit Workshop

The facilities inventory verification process will take place during the site visit. In addition, representatives of the planning team will spend approximately half a day touring the facilities and adjacent areas with members of the working group. During the tours we will take photographs and other documentation to support campus analysis. We will also conduct engagement sessions to gain input about the campus. This includes an open forum or open house poster session for broad input.



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2. Virtual Focus Groups

Following the site visit, we will work with the University to convene three (3) to four (4) focus groups with students, faculty and staff that will be organized around specific topics (i.e., transportation and parking, student experience, etc). These will be approximately 60 minutes in length and conducted via web meeting.

3. Online Survey

We will create an online survey to be distributed to the full campus community or targeted populations of students, faculty, and staff. The survey will be developed in Qualtrics and will include 20-30 questions with embedded skip logic to ensure respondents only receive relevant questions. We will provide a link to the survey that can be distributed by University representatives via email and/or social media. We will monitor responses and analyze the results after the survey has closed.

4. Academic and Administrative Questionnaire + Virtual Interviews

We will create an online questionnaire to be distributed to representatives of major academic and administrative units. It will ask how well campus space serves their needs and what changes they anticipate in the future. Units may request a virtual interview session as a follow up in addition to completing the questionnaire. Responses provided will be incorporated into the space needs assessment.

5. Analysis Summary + Concept Plan Workshop

One-day virtual session to meet with Steering Committee and other stakeholders to:

- Summarize the findings of the campus analysis
- Develop Planning Principles and the Concept Plan

2. *Scenario Planning: Exploring Potential Futures*

2.1 Scenario Planning

Informed by the Phase 1 analysis, Ayers Saint Gross will prepare a series of preliminary scenarios that meet University priorities and address other campus deficiencies identified. They will include a mix of proposals for renovation, migration, and minor additions and will also identify opportunities to strengthen connectivity, enhance the campus landscape, and improve sustainability and resiliency of operations.

During workshop meetings, we will present the preliminary scenarios. Then, we will facilitate an interactive workshop and discussion session to evaluate the options presented, identify preferred approaches, refine options, and brainstorm new ideas.

Phase 2 Meetings and Engagement

Phase 2 engagement will be consolidated into a single on-site workshop.

1. Scenario Planning Workshop

We will meet with the Steering Committee in an extended session to review future scenarios that align with the space analysis. While on site for the scenario planning workshop, we will also hold sessions with senior leadership or other key stakeholders as needed. This workshop will span 1.5 days in duration.



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3. Synthesis: Developing a Roadmap

3.1 Draft Plan

We will develop a Draft Plan that blends the most compelling ideas from the scenario planning process. This will include a proposed site plan illustrating new and renovated buildings, landscape features, and circulation. It will also include diagrams that explain key features of the proposals and other supporting illustrations.

The Draft Plan will include development of a multi-modal transportation and mobility plan based on projections of future travel demand. GAI will lead the development of this content. They will also document how regulations for stormwater management peak rate and volume control will impact campus planning propose and note potential stormwater facilities that may be considered for the University to comply with these regulations.

3.2 Renovation Concepts

We will work with the University to identify two (2) or three (3) campus plan proposals to be developed in more detail to a conceptual level. We anticipate these may include building renovations of academic or residence hall facilities. They will be illustrated using conceptual floor plans. The Ayers Saint Gross and Edward Tucker Architects (ETA) team will develop these concepts collaboratively, with ETA documenting conceptual floor plans.

3.3 Landscape Opportunities

We will develop two (2) or three (3) campus plan landscape opportunity areas in more detail to a conceptual level. They will be illustrated using 2D and/or 3D graphics and could address opportunities to integrate art, improve signage and wayfinding, address pedestrian safety issues, and/or incorporate stormwater management solutions.

3.4 Phasing Strategy

We will develop a phasing strategy that breaks the master plan into individual projects and prioritizes them as near-, mid-, or long-term. This phasing strategy will reflect priorities, availability of sites, and required enabling projects.

3.5 Final Deliverables

The final deliverable will be a campus plan report document. It will be approximately 50-70 pages long consisting of a mix of text and supporting images. All consultant team members will provide content for the report. Ayers Saint Gross will review and refine all content to ensure consistency and format the document.

We assume two rounds of review by Marshall University will be necessary: the first focused on text and graphic content and the second focused on formatting. Marshall will identify one lead reviewer who will consolidate comments from all other reviewers.

Our scope includes coordinating the printing of the final report. Printing costs are not included in the base scope of services and will be submitted as a reimbursable expense if paid for by Ayers Saint Gross.



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In addition to the report, the consultant team will provide a final presentation in Powerpoint format. Other supporting analysis developed throughout the planning process will be documented as PDF appendices that will **not** be professionally formatted by a graphic designer.

As noted in Task 1.4, the Facilities Condition and Deferred Maintenance Assessment will be provided in memorandum format to serve as an appendix to the campus plan report. It will **not** be professionally formatted by a graphic designer.

Phase 3 Meetings and Engagement

The engagement detailed below will take place during the third phase, which includes one on-site workshop, a series of virtual engagement opportunities, and a final Board of Governors presentation.

1. Draft Plan & Phasing Workshop

We will meet with the Steering Committee in person to review the Draft Plan, campus systems overlays, and phasing strategy. We will also hold sessions with Senior Leadership, technical experts on Marshall's staff, the focus groups from the first phase, and the campus community to share the plan and receive input. This workshop will span 1.5 days of in-person meeting time.

2. Virtual Presentation and Online Comment Portal

We will record a virtual presentation detailing the Draft Plan recommendations that the University can post to their website for asynchronous viewing. In addition, we will create a comment portal where people who view the webinar can submit feedback for consideration.

3. Final Plan Presentations

Members of the consultant team will present the final plan to key stakeholders virtually. In addition, our proposal includes a virtual final presentation to the Board of Governors.

SCHEDULE

We understand the important and time sensitive nature of this initiative to the University. The following is an approximate proposed timeline for the campus planning process. We will work with you to identify mutually agreeable dates for proposed meetings and deliverables within this framework. To maintain the overall project schedule, we assume that the University will provide base data and other requested information, review of materials, and direction in a timely manner.



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2022		
PHASE 1. Analysis: Bringing Information Together		
Sept/Oct	Virtual	Preliminary Coordination with the Working Group
Fall TBD	In-person	Facilities Condition Building Tours
Late Oct/ Early Nov	In-person	Campus Plan Site Visit: Inventory Verification, Campus Tour, and Open Forum/Open House Session
Late Oct/ Early Nov	Virtual	Engagement including Virtual Focus Groups, Online Survey and Questionnaire, and Follow-up Interviews with Academic and Administrative Units
Dec	Virtual	Analysis Summary + Concept Plan Workshop
2023		
PHASE 2. SCENARIO PLANNING: Exploring Potential Futures		
Jan	In-person	Scenario Planning Workshop
PHASE 3. SYNTHESIS: Developing a Roadmap		
Late Feb	In-person	Draft Plan & Phasing Workshop
Early Mar	Virtual	Online Comment Portal for Draft Plan Review
Early Apr	Virtual	Final Presentations
Jun 1, 2023	n/a	Final Campus Plan Report Submitted to Board of Governors
Jun 21, 2023	Virtual	Final Presentation to Board of Governors
Aug 31, 2023	n/a	Final Facilities Condition Appendices Submitted to Marshall

COMPENSATION

For the Scope of Work described above, we respectfully request Lump Sum compensation in the amount of *SIX HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS* (\$655,830.00), exclusive of Reimbursable Expenses. Hourly rates for all team members are provided as appendices.

In addition, we will invoice for the cost of out-of-pocket expenses such as reproductions, travel expenses, parking, delivery, and other costs associated with the project at 1.1 times cost. Reimbursable expenses are estimated not to exceed *FORTY-THREE THOUSAND FIVE HUNDRED DOLLARS* (\$43,500.00).

The breakdown of fees and expenses is as follows.

	Lump Sum Fee	Reimbursable Expenses	TOTAL
Ayers Saint Gross			
<i>Project Management</i>	42,900	3,250	43,150
<i>Space Analytics</i>	91,500	3,250	94,750
<i>Planning</i>	143,300	6,250	148,550
<i>Landscape Architecture</i>	26,400	750	27,150
Edward Tucker Architects	140,280	5,000	145,280
CMTA	77,500	22,000	99,500
GAI	133,950	3,000	127,350
TOTAL	655,830	43,500	699,330



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OPTIONAL SUPPLEMENTAL SERVICES

The following services can be added to the lump sum proposal for the fees identified. Our proposal assumes that these scope items would be completed concurrently with the broader campus planning effort.

ADA Transition Plan

Marshall University has requested a proposal to include development of a formal ADA Transition Plan as part of the campus planning process. We will identify a consultant partner to support this work and submit an additional service request upon finalizing their scope with the University.

Facilities Condition Index

Based on the facilities condition and deferred maintenance assessments completed as described in Task 1.4, Edward Tucker Architects can develop a Facilities Condition Index (FCI) for each of the identified buildings. The FCI yields a value based on the relationship of the cost to repair a given building and the cost to replace the building with a new facility of equivalent size and function.

The cost for this service is **\$14,700**.

Renderings

We will provide professional renderings that illustrate master plan proposals for use in promotional or campaign materials as well as to illustrate master plan ideas. We will work with you to select a professional renderer and establish the angle and content of the images towards the conclusion of the planning process. Ayers Saint Gross will direct the work of the professional renderer.

The fee for this service is approximately **\$5,500 per image**, depending on the nature of the views selected.

Cost Estimation

Ayers Saint Gross will write a project description for major proposed projects and interventions. We will engage a cost estimator to develop order-of-magnitude cost estimates for 4-6 near-term projects (within 5 years) based on these descriptions. The Design Team will work with university staff to determine appropriate soft cost percentages and escalation assumptions based on the phasing strategy.

The fee for this service will be provided upon request and after identifying an estimator.



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ASSUMPTIONS AND EXCLUSIONS

Services to be provided under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional assumptions include:

- Marshall representatives will assemble committees and focus groups and schedule all on-site and virtual meetings.
- Marshall representatives will consolidate all client comments related to deliverables.
- This proposal includes three trips to campus for on-site workshops. Virtual meetings may be conducted in lieu of in-person meetings due to public health considerations related to the COVID-19 pandemic.
- At the conclusion of each project phase, data provided by the University in that phase will be considered final. Additional modification of analysis to integrate new data will require additional services.

The following services and any others beyond those described in the above Scope of Work, are not part of this proposal, but may be furnished by Ayers Saint Gross or other sub-consultants upon written request:

- Fundraising or marketing materials
- Physical presentation models
- Professional renderings
- Cost estimation
- Market studies or analyses
- Engineering services
- Architectural: Concept Design, Schematic Design, Design Development, Construction Documents, or Construction Administration Services
- Detailed traffic or transportation system studies
- Surveying or detailed mapping of utilities
- Graphic Design, Signage, and Wayfinding Services
- Zoning Services
- State and local permit drawings and documents
- Any work required to support entitlements or approvals
- Permitting
- Detailed deferred maintenance assessments, reports, and schedules
- Topographical survey
- Geotechnical investigations
- Utility base information or relocation design/engineering

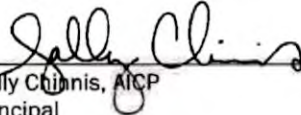


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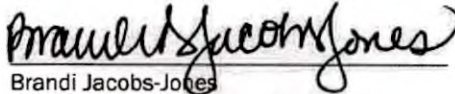
Thank you again for the opportunity to work with you on this exciting project. We look forward to working with you. Please let us know if you have any questions regarding our proposal. *To show your acceptance of this proposal, please sign and return a fully executed copy for our record.*

This proposal is valid for 90 days after submission.

Sincerely,
AYERS SAINT GROSS, INC.


Sally Chinis, AICP
Principal

Accepted:
Marshall University


Brandi Jacobs-Jones
Senior Vice President for Operations

10/11/22
DATE

cc: Mark Kirchner, Contracts

Approved as to form this 7th day of
December, 2022

Patrick Morrissey, Attorney General

By: 



APPENDIX A

Ayers Saint Gross 2022 Hourly Rates

The following hourly rates are valid until June 30, 2023, at which point they will be re-evaluated.

Ayers Saint Gross

1040 Hull Street, Suite 100
Baltimore, Maryland 21230
410 347 8500

60 E. Rio Salado Pkwy, Suite 701
Tempe, Arizona 85281
480 921 1515

1100 First Street NE, Suite 800
Washington, DC 20002
202 628 1033

www.ayerssaintgross.com

<u>Category</u>	<u>Rate</u>
Principal I	\$250.00
Planning Principal I	\$210.00
Architect III	\$175.00
Architect II	\$150.00
Architect I	\$130.00
Landscape Architect III	\$160.00
Landscape Architect II	\$140.00
Landscape Architect I	\$120.00
Planner III	\$175.00
Planner II	\$150.00
Planner I	\$130.00
Director of Graphic Design	\$195.00
Sr. Graphic Designer	\$150.00
Graphic Designer	\$100.00
Design Professional III	\$155.00
Design Professional II	\$130.00
Design Professional I	\$110.00
Emerging Professional	\$105.00
Student Intern	\$100.00
Specifications Writer II	\$195.00
Programmer III	\$175.00
Project Administrator	\$100.00

APPENDIX B

Hourly Rates

Valid through June 30, 2023

Edward Tucker Architects, Inc.	2022-2023
Principal / Architect IV	\$ 156
Architect III	\$ 146
Architect II	\$ 134
Architect I	\$ 123
Architectural Designer II	\$ 123
Architectural Designer I	\$ 116
Interior Designer II	\$ 110
Interior Designer I	\$ 103
Architectural Intern III	\$ 110
Architectural Intern II	\$ 104
Architectural Intern I	\$ 93
CADD Technician	\$ 91
Technical Support	\$ 91

APPENDIX C

2022 Community Development Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.
 Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on July 1, 2023. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Expert Witness	\$350.00
CSG Senior Director / VP	\$325.00
CSG Senior Director	\$265.00
CSG Director	\$235.00
CSG Senior Manager / Asst. Director	\$205.00
CSG Manager	\$185.00
CSG Assistant Manager	\$150.00
CSG Senior Project Professional	\$145.00
CSG Project Professional	\$130.00
CSG Senior Professional	\$115.00
CSG Professional	\$110.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
Environmental Manager	\$160.00
Project Environmental Specialist	\$100.00
Expert Witness	\$350.00
Principal	\$330.00
Technical/Professional 30	\$310.00
Technical/Professional 29	\$295.00
Technical/Professional 28	\$285.00
Technical/Professional 27	\$250.00
Technical/Professional 26	\$240.00
Technical/Professional 25	\$235.00
Technical/Professional 24	\$230.00
Technical/Professional 23	\$225.00
Technical/Professional 22	\$220.00
Technical/Professional 21	\$210.00
Technical/Professional 20	\$205.00
Technical/Professional 19	\$200.00
Technical/Professional 18	\$195.00
Technical/Professional 17	\$185.00
Technical/Professional 16	\$180.00
Technical/Professional 15	\$170.00
Technical/Professional 14	\$160.00
Technical/Professional 13	\$150.00
Technical/Professional 12	\$140.00
Technical/Professional 11	\$135.00
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Technical/Professional 09	\$125.00
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Technical/Professional 04	\$90.00
Technical/Professional 03	\$85.00
Technical/Professional 02	\$75.00
Technical/Professional 01	\$70.00
Technical/Support 1	\$50.00
Survey Crew - 3 Person	\$230.00
Surveyor	\$200.00
Survey Crew - 2 Person	\$180.00
Survey Senior CAD Operator	\$100.00
Survey Crew Chief	\$85.00

2022 Billing Rate Schedule

Category	Rate
Principal	265.00
Sr. Project Manager	230.00
Project Manager	215.00
Sr. Engineer	200.00
Engineer	185.00
Engineer-in-Training	140.00
Sr. Designer	150.00
Designers	135.00
Technician	100.00
Sr. Construction Administrator	140.00
Construction Administrator	115.00
Clerical	80.00

EXPENSES

Mileage	IRS rate + 10%
Travel Expenses	Cost + 10%
Shipping Charges	Cost + 10%
Prints and Reproduction	Cost + 10%
Outside Consultants	Cost + 10%

~~*These billing rates are applied through December 31, 2022 at which time they will be re-evaluated~~

These billing rates are applied through July 1, 2023 at which time they will be re-evaluated.

Cole Parkinson
 Managing Partner
 CMTA





MARSHALL UNIVERSITY

FACILITIES MASTER PLAN

Expression of Interest
Bid #MU23MASTERPLN

August 17, 2022

AYERS
SAINT
GROSS

in association with



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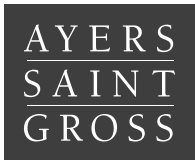
Request for Expression of Interest		 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2599</p>		Bid# MU23MASTERPLN	
Vendor:		For information call: Purchasing Contact: Angela Negley Phone: (304) 696-2599 Email: negley4@marshall.edu & Purchasing@marshall.edu			
<p>Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.</p>					
DATE 7/13/22	MANDATORY PRE-BID MEETING: N/A N/A	DEPARTMENT REQUISITION NO. MU23MASTERPLN	BIDS OPEN: 8/17/22 at 3:00 p.m., LPT Broadcast virtually at: https://tinyurl.com/MU23MASTERPLN-Bid-Opening	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description		Unit Price	Extended Price
		<p align="center"><u>Request for Expression of Interest</u></p> <p>Marshall University, on behalf of the Board of Governors, invites sealed proposals to provide master planning services for:</p> <p align="center">Project Name: MU23MASTERPLN – Marshall University Facilities Master Plan</p> <p>Technical questions are due by July 20, 2022, at 9:00 a.m., LPT, and must be submitted to Angela White Negley via email at negley4@marshall.edu.</p> <p>Interested firms should contact Angela Negley by phone at 304-696-2599, or via email at negley4@marshall.edu to obtain a copy of the requirements of the request for Expressions of Interest. The requirements can also be accessed online at: http://www.marshall.edu/purchasing/resources/bids-and-proposals/.</p>			
Total					

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days
 FOB _____ After receipt of order at address shown
 Terms _____

Bidder's name Vendor Ayers Saint Gross, Inc.
 Signed By *Sally Chinnis*
 Typed Name Sally Chinnis, AICP
 Title Principal
 Email schinnis@ayerssaintgross.com
 Street Address 1040 Hull Street, Suite 100
 City/State/Zip Baltimore, MD 21230
 Date August 17, 2022 Phone 410.347.8500
 Fein 52-0899570

BOG 43



August 17, 2022

Angela White Negley
Director of Purchasing
Marshall University Office of Purchasing
One John Marshall Drive, Old Main 125
Huntington, WV 25755

RE: Bid #MU23MASTERPLN – Marshall University Facilities Master Plan

Dear Ms. Negley and Members of the Selection Committee:

BALTIMORE, MD
1040 Hull Street
Suite 100
Baltimore, MD 21230

Ayers Saint Gross is pleased to submit our response for the Facilities Master Plan project for Marshall University. We have been eagerly anticipating this project since we first learned about it from colleagues working on the Corbly Hall programming study. This planning process represents a tremendous opportunity to advance strategic priorities, evolve in response to a changing higher education landscape, and make the Marshall experience more distinctive.

WASHINGTON, DC
1100 First Street, NE
Suite 800
Washington, DC 20002

We have long admired Marshall's campus and its unique and significant history. With new leadership in President Brad Smith, a dynamic and challenging higher education environment shaped by an ongoing pandemic, and elevated focus on social justice and the environment, this plan will frame the way this generation makes its mark on campus. Addressing President Smith's Five Key Focus Areas --- enrollment, student experience, staff and faculty needs, diversity, equity, and inclusion --- requires a blend of programmatic, operational, and physical changes. The campus environment and its design has a role to play in each area.

TEMPE, AZ
60 E Rio Salado Parkway
Suite 701
Tempe, AZ 85281

Ayers Saint Gross is an interdisciplinary design firm focused on higher education. We have a dedicated team of professionals who specialize in campus planning, and the firm has completed hundreds of campus planning projects in our decades of focus in this area. Our approach and process also leverages our in-house architecture, landscape architecture, analytics, and graphic design experts: we are problem solvers who work at all scales. We love working with forward-thinking, dynamic institutions like Marshall, who are stewards of places of lasting importance to our society. You will find that we bring a deep passion and admiration of your mission and vision to our work.

www.ayerssaintgross.com

We believe that great design is a result of great discourse. We know that bringing together individuals from a variety of backgrounds and experience enhances the development and critique of ideas. With this in mind, we have assembled a team, both internal and external, that represent diverse perspectives and knowledge of your campus. Complementing our in-house expertise, we have engaged Edward Tucker Architects as our local partner, who bring their extensive experience on Marshall's campus to the design and planning process, CMTA, Inc. for MEP Engineering, IT/Security, and sustainability/energy knowledge, and GAI to provide transportation/mobility planning and civil/site engineering insights. We believe these partners bring the valuable expertise needed to execute the scope of this project.

We are committed to making this project a success. We believe that our campus planning expertise, interdisciplinary team, previous project experience with Marshall, and planning philosophy make us uniquely qualified to best address the needs of Marshall University. As you review the enclosed materials, we hope that you can sense our passion for design and our excitement about this project. We appreciate the opportunity to submit this proposal and look forward to presenting our team and approach to the selection committee.

Sincerely,

AYERS SAINT GROSS

SALLY CHINNIS, AICP
Principal
schinnis@ayerssaintgross.com
410.303.8883

FIRM / TEAM QUALIFICATIONS

Firm Overview

Ayers Saint Gross

OVERVIEW

Ayers Saint Gross is a 200-person, internationally-recognized architecture and planning firm focused on higher education. Founded in 1912, we have an interdisciplinary staff of design professionals organized around specialized areas of expertise including building design for a wide range of student life and academic facilities, campus master planning, landscape architecture, interior design, space analytics, sustainability, and wayfinding and environmental signage. Our design is driven by a critical and analytical discourse, a respect for past wisdom, a mind to future potential, and a belief that we have an obligation to leave places better than we found them.

HIGHER EDUCATION FOCUS

Ayers Saint Gross has worked with more than 200 colleges and universities around the world. Our focused experience designing for higher education clients is marked by a commitment to align the physical form of our designs with the mission, structure, and spirit of each campus. We listen, observe, analyze, and collaborate. Our designs are informed by the spirit of our clients and the specific opportunities for each campus.

INTERDISCIPLINARY PRACTICE

Our practice is built on an interweaving of design disciplines. We work in an integrated fashion that allows each discipline to benefit from the others instead of working in silos. The resulting planning and architectural designs are holistic and evaluate multiple, cross-disciplinary factors, such as strategic planning goals, connectivity, sustainability, equity and diversity, living and learning, cost, and implementation. Our process is driven by a respect for the interdepartmental nature of an institution while keeping the larger mission in mind, along with the consensus building and collaboration that guides all our efforts.

"The [Ayers Saint Gross] team listens carefully, presents a range of options and produces materials that are clear and understandable to the campus community. You also understand the regional impact of a major research institution and facilitated meaningful outreach to the Chapel Hill community throughout the planning process."

Anna Wu

Assistant Vice Chancellor for Facilities Operations, Planning & Construction,
University of North Carolina at Chapel Hill

SERVICES

Planning
Architecture
Landscape Architecture
Interior Design
Space Analytics
Graphic Design
Sustainability

FOUNDED

1912

PHILOSOPHY

We engage people and places to create designs that enrich the world.

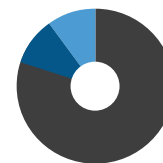
LOCATIONS

Baltimore, MD
Washington, DC
Tempe, AZ

PROFESSIONAL STAFF

200

CLIENTELE



100%
of our work is for mission-driven clients

80%
higher education

10%
cultural institutions

10%
K-12 and private sector



Towson University

SELECT CLIENTS

American University
 Austin Peay State University
 Carnegie Mellon University
 Case Western Reserve University
 The Catholic University of America
 The Citadel
 Clark University
 Colgate University
 College of Charleston
 Delaware State University
 DePauw University
 Duke University
 Eckerd College
 Elmhurst College
 Elon University
 Emory University
 George Mason University
 George Washington University
 Georgetown University
 Harvard University
 Hobart & William Smith Colleges
 Iowa State University
 James Madison University

Johns Hopkins University
 Lehigh University
 Longwood University
 Loyola University Maryland
 Marshall University
 Mount Saint Mary's University
 North Carolina State University
 Northern Kentucky University
 Purdue University
 Quinnipiac University
 Roger Williams University
 Rutgers University
 Saint Mary's College
 Skidmore College
 Swarthmore College
 Syracuse University
 Tarleton State University
 Texas A&M International University
 Texas State University, San Marcos
 Towson University
 University of Arizona
 University of Chicago
 University of Delaware

University of Denver
 University of Maryland
 University of Massachusetts, Amherst
 University of Miami
 University of Missouri, Kansas City
 University of New Hampshire
 University of North Carolina at Chapel Hill
 University of North Carolina at Greensboro
 University of North Florida
 University of Notre Dame
 University of Pennsylvania
 University of Pittsburgh
 University of Richmond
 University of Rochester
 University of Scranton
 University of Virginia
 University of Wisconsin – Madison
 Villanova University
 Virginia Commonwealth University
 Wake Forest University
 Washington and Lee University
 Washington College
 Washington University in St. Louis
 Winthrop University

Higher Education Campus Planning

Ayers Saint Gross has completed more than 250 campus plans for over 200 institutions of higher education over the past 40 years.

CAMPUS PLANNING AT AYERS SAINT GROSS

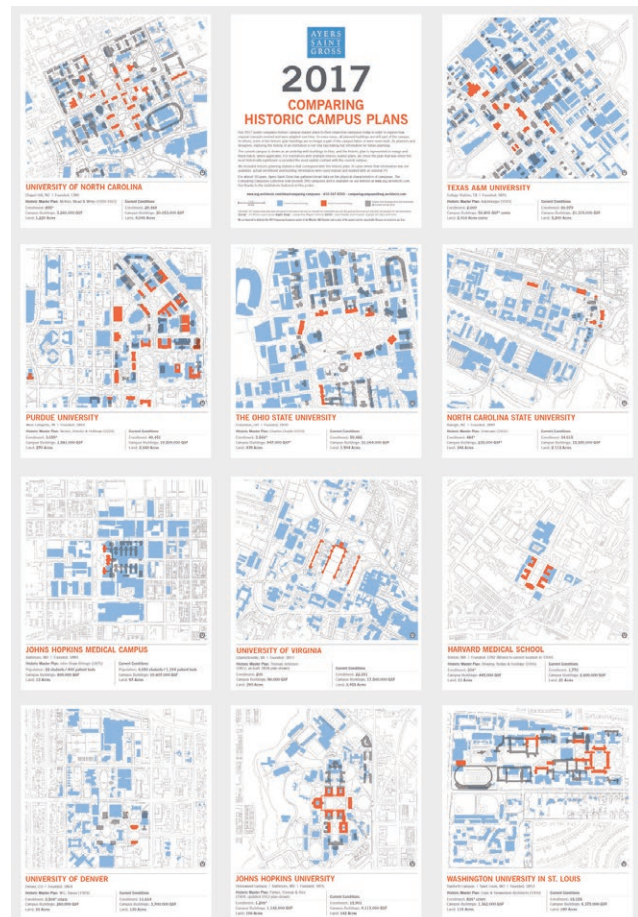
Ayers Saint Gross understands the value of a master plan and its role in shaping the physical campus environment. A campus master plan establishes important campus-wide connections and organizational strategies that shape building siting approaches. A plan identifies important spatial relationships, connections, and open spaces that transcend a single project. Developing a coherent, connected campus requires sustained investment across multiple projects and generations.

RESEARCH AND DATA-DRIVEN DESIGN APPROACH

Research is an important part of our team's master planning and design process. Since 1998, Ayers Saint Gross has been gathering broad data on trends in higher education and the physical characteristics of college and university campuses around the world. Each year, we distribute a Comparing Campuses poster with statistical data and analyses that we have collected. The collection now exceeds 200 campuses and is also available at the following website: <https://ayerssaintgross.com/ideas/category/comparing-campus/>

INTEGRATED PLANNING & SPACE ANALYTICS

As pioneers in integrating planning and space analytics, we believe that space is extraordinarily impactful and also costly. Particularly on constrained urban campuses, high utilization is an imperative. We assist colleges and universities in improving the allocation and management of their facilities, maximizing resources, and providing the necessary tools to make informed decisions on space needs, classroom and laboratory utilization, benchmarking, and space reallocation and migration. This analysis serves as the foundation of our planning process to identify challenges and opportunities, develop strategies, and build consensus and buy-in. Our methodology and metrics are the result of interdisciplinary and future-oriented design thinking. We envision the experience people should have in a space and make quantitative allocations to support that.



The 2017 Comparing Campuses poster turned our attention to the past, and specifically to the ways that universities grow and change. This Comparing Campuses poster highlights historic campus master plans and their relationships to their respective campuses today.

 [Click to view the full poster.](#)

Planning Case Studies

THE OHIO STATE UNIVERSITY

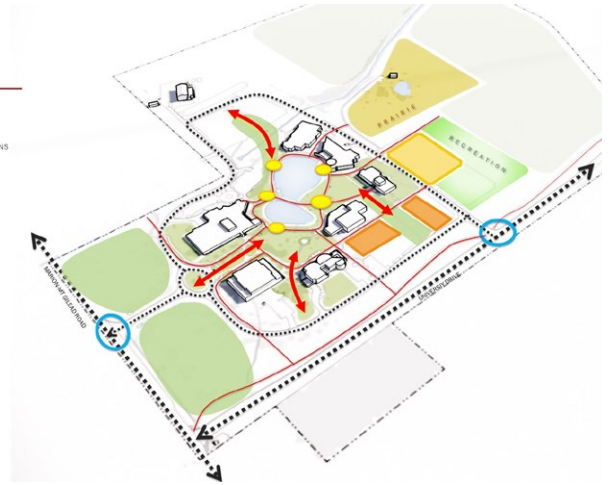
REGIONAL FRAMEWORK 2.0 MASTER PLAN UPDATE

Ayers Saint Gross has been working with Ohio State for more than five years. Past partnerships have included a range of planning and programming projects on Ohio State's flagship campus, as well its regional campuses across the state. Ayers Saint Gross is currently working with Ohio State to update their Regional Framework Master Plan across four of their regional campuses — Lima, Mansfield, Marion, and Newark — to ensure Ohio State's brand standards are met across all campuses, while aligning each campus with its unique programs, including on-site partnerships with local colleges. Our team is looking at factors such as enrollment goals, program evolution, and relationships with community colleges on each of the campuses to develop profile guidelines that leverage the unique character of each campus.

Marion

Concept 1

- PRIMARY CONNECTION
- OPEN SPACE CONNECTIONS
- DEVELOPMENT
- SUPPORTING PROGRAM
- ARRIVAL
- CAMPUS HOUSING
- PRAIRIE
- LANDSCAPE MOMENT



PURDUE UNIVERSITY

REGIONAL CAMPUS PLANNING

Ayers Saint Gross developed master plans for Purdue's Northwest and Fort Wayne Campuses, each with the goal of aligning the physical facilities and spirit of place with Purdue's brand and strategic vision. The master plan at the Northwest Campus focuses on making the highest use of the campus, enhancing the arrival experience with defined gateways, improving open space for active and passive recreation, and strengthening connections between the campuses and their surrounding communities. Ayers Saint Gross developed a Comprehensive Campus Master Plan for the Fort Wayne campus following a recent period of transition. The plan includes developing guiding principles, existing conditions analysis, concept development, phasing, and final recommendations.



UNIVERSITY OF TENNESSEE, KNOXVILLE

MASTER PLAN

Ayers Saint Gross is engaged with the University of Tennessee, Knoxville (UTK) to create a vision for the campus that will support its students, faculty, staff, alumni and the larger Knoxville and Tennessee community. Five planning principles emerged from a large cross-section of stakeholder engagement sessions: provide strong internal and external campus connections; prioritize resource conservation and environmental practices that promote an equitable campus and mitigate the social impacts of climate change; create a welcoming, vibrant and mixed-use campus setting; create interdisciplinary research communities supported by core facilities that catalyze innovation and leverage partnerships; and support growth to fulfill the UTK mission and transform the campus.



Open Space and Landscape

Landscapes play a critical role in defining the built environment, affecting both the first impression and long-term success of a campus. Our work demonstrates an appreciation of regional distinctions and is guided by stewardship of both natural resources and the built environment. Improving landscape, signage and wayfinding, materials, furniture, and gateways can strengthen campus identity and edges, activate open spaces, and create a vibrant campus. As part of this effort, we will explore a range of opportunities to enhance the campus experience to be as welcoming, inclusive, engaging, and safe as possible for students, faculty, visitors, and the broader community.

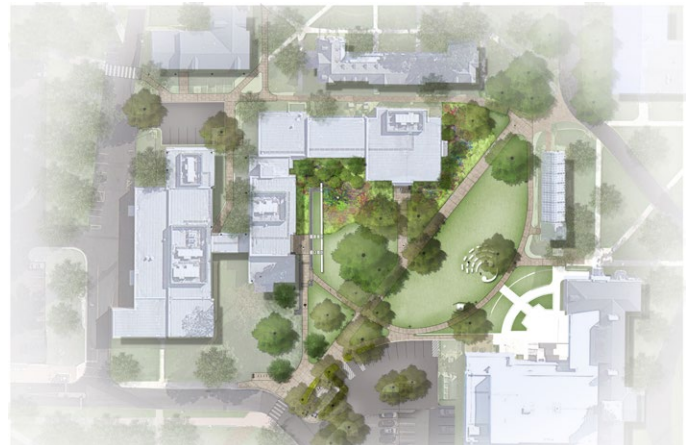


Watson Quad Transformation
Before and After

LANDSCAPE MASTER PLANNING

Landscapes have the power to advance academic goals. Traditionally, campus landscapes were used as places for formal and informal convocation. Ayers Saint Gross works with colleges and universities to plan for landscapes that are high performing and actively serve the learning communities that occupy them. A mix of pastoral, formal, and recreational, these landscapes provide social hubs for interactive learning outside of the classroom and serve as outdoor laboratories with a wealth of data for academic research.

Landscape Master Plan
Rowan University



STEWARDSHIP

Good stewardship of the land is vital to a resilient design. Landscapes are richly layered living systems, requiring innovative solutions to ecological problems and adaptive response in a world of constant change. Informed by evidence-based design, sustainable landscapes provide diverse habitats and enduring environmental performance. By making natural processes visible and drawing inspiration from local context and horticulture, our designed landscapes teach about natural systems and their conservation. We pursue sustainability from design conception to long-term maintenance in order to ensure the longevity of a design.

Interdisciplinary Science and Engineering Lab Courtyard
University of Delaware

Student Housing Planning and Design



Goucher College

Ayers Saint Gross is a national leader in the planning and design of student housing and student life buildings for higher education clients. Over the past 20 years, we have collaborated with our clients to program, plan, and design more than 185,000 beds around the world. Our expertise includes master planning, programming, renovation, design of new halls and villages, and mixed-use private development.

Our team's recent housing master plans have focused broadly on strengthening the vibrancy of student life on campus and aligning each university's physical environment with its residential life mission and goals. In addition, these plans meet broader strategic initiatives around recruitment and retention, academic achievement, and financial goals. Our housing master plan methodology blends two areas of our expertise – master planning and student life. We are practiced at thinking strategically and comprehensively but are also realistic in our approach to implementation. These plans included a range of analyses and recommendations for:

- Development of guiding principles and goals
- Construction options and project phasing
- Unit type mix and amenities
- Location and density of housing
- Alignment with the university's strategic plan and campus master plan
- Design studies
- Peer institution analysis and benchmarking
- Likely target market definition
- Facilities assessment and approach for addressing deferred maintenance issues
- Cost-benefit analysis for proposed improvements
- Financing approaches

EXPLORE OUR STUDENT HOUSING RESEARCH

[Did You Plan For This: Student Life Research with ACUHO-I](#)

Explore our research on housing drivers and how our housing master plans helped clients to adapt student life programs to changing context.

[Questioning Why?](#)

Explore proposed Student Housing Specialist Dennis Lynch's recent article about the drivers of housing master plans.

[Comparing Campuses: Student Housing](#)

Explore the 2018 poster focused on student housing distribution and space type.



Colby College

SELECT STUDENT HOUSING EXPERIENCE

Clemson University

Douthitt Hills Housing (7 Halls)
HUB Student Union

Colby College

Alfond Commons

Delaware State University

Tubman-Laws Hall

Denison University

Housing Master Plan
Silverstein Residence Hall
King Residence Hall

Emory University

First-Year Housing Master Plan
Housing Village (Six Halls)

Georgetown University

Ida Ryan and Isaac Hawkins Halls
Leavey Hotel Conversion
Housing Master Plan

Goucher College

First-Year Housing Village
Housing and Dining Master Plan

Hamilton College

Student Housing Feasibility Study

Quinnipiac University

New Student Housing

Towson University

Barnes and Marshall Halls

University of Miami

Housing Master Plan

University of North Carolina at Greensboro

Jefferson Suites

University of Pittsburgh

Housing Master Plan

University of Virginia

Alderman Road Housing (Five Halls)

Wake Forest University

Housing Master Plan

Diversity, Equity, Inclusion, and Sustainability

Our definition of sustainability recognizes the careful balance between the unique needs of people and ecological systems with the economic realities inherent in each project. We are invested in supporting diversity, equity, inclusion, and sustainability in our professions and within the communities where we live and work.

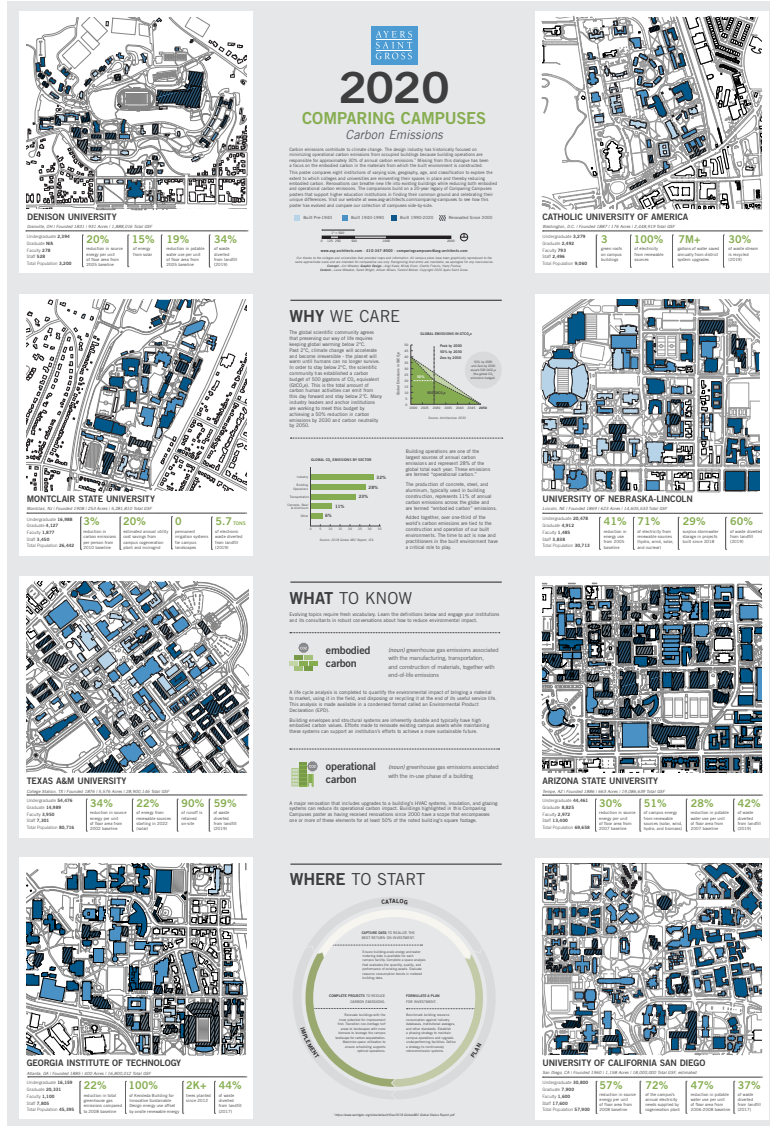
In 2010, we began codifying our instincts for environmental performance by signing on to the AIA2030 Commitment and working towards a net-zero design portfolio. In 2019, we similarly began quantifying the ways in which social equity and justice issues are embedded in who we are and how we practice design with quantitative data through our first Just Disclosure. We hope that our transparency through these reporting frameworks will inspire others to engage in critical discourse about social equity and sustainability in design as well as how these issues manifest in the built environment.

Walking the Walk

AIA 2030 COMMITMENT

We've recorded the predicted energy performance of every building project and the lighting power density of each interiors project we've designed over the last decade, and this database of information has spurred us to greater achievements in resource conservation. We continue to strive toward net-zero projects in the next ten years while simultaneously broadening our commitment to environmental stewardship by working to reduce the embodied carbon of the construction materials of which the built environment is constructed.

The global scientific community agrees that preserving our way of life requires keeping global warming below 1.5°C. Past 1.5°C, climate change will accelerate and become irreversible—the planet will warm until humans can no longer survive. The scientific community has established a carbon budget of 500 GtCO₂e which is the total amount of carbon human activities can emit and stay below 1.5°C. Annual CO₂ emissions today are approximately 40 GtCO₂ per year. If we maintain the status quo on annual carbon emissions, in about 10 years global warming will accelerate. The time to act is now and as practitioners in the built environment, we play a critical role.



Above: *2020 Comparing Campuses Poster on Carbon Emissions* focused on outlining opportunities to advance the conversation around carbon and provide actionable steps.

Below: *Semans-Griswold Environmental Hall at Washington College*, designed to operate at net-positive energy and to meet the holistic standards of Living Building Challenge Petal Certification.



The AEC industry's discussion of sustainability has historically focused on operational carbon emissions from building operations. Keeping buildings at appropriate temperature and humidity, electric lighting, and powering our plug-in devices are responsible for approximately 30% of annual carbon emissions. Missing from this dialogue, however, has been an appreciation for the embodied carbon of the actual materials from which the built environment is constructed. Industrial activity is responsible for approximately 40% of annual carbon emissions, of which half is tied to the production of concrete, steel, and aluminum alone. Concrete, steel, and aluminum are significant components of our built work as an interdisciplinary design firm, and we are working to aggressively reduce the impact of those materials in developing our clients' built environments.

JUST DISCLOSURE

In 2021, the International Living Future Institute (ILFI) selected Ayers Saint Gross as the first-ever Just Organization of the Year. Just is a voluntary reporting tool developed by the ILFI for organizations to describe operational, social, and financial actions that contribute to what equity looks like at that organization. The program includes 22 different social justice and equity indicators. We believe in an equitable community and are actively engaged in changing the face of the architecture and planning profession which has long been predominantly white and male. Our Just Disclosure helps us make and track measurable commitments and is the most recent step in our commitment to social sustainability.

Ayers Saint Gross's culture has always valued social, educational, and cultural engagement that aligns with diversity, equity, and inclusion. Beyond being an Affirmative Action, Equal Opportunity Employer, we actively engage with the United Way of Central Maryland and Valley of the Sun United Way; our staff serve as mentors and board members for the ACE Mentor Program of America across the country; we finance scholarship opportunities at a number of institutions to support students in attaining the education that will advance them in the design professions; we staff a Careers in Design exploration program to inspire fifth graders at Beechfield Elementary School in West Baltimore; and we host an annual Jim Wheeler Day of Service in honor of our firm's former president. We are also strongly connected to the National Organization of Minority Architects (NOMA) with active engagement in founding and sustaining both the Baltimore and Washington, DC Chapters. In 2020, we had the opportunity to engage one of NOMA's inaugural Fellows in a paid summer internship and supported this recent graduate's successful application to Columbia University.

Our AIA 2030 Commitment reporting and Just Disclosure help us walk the walk when it comes to social equity and environmental stewardship and we hope our colleagues in other organizations will join us in advancing these dialogues.



Ayers Saint Gross employees visit Beechfield Elementary School.



Baltimore Design School students during their shadow day at the Ayers Saint Gross Baltimore office.



Ayers Saint Gross at the Morgan State University Career Fair.



In 2019, a Baltimore Design School graduate who is currently attending Carnegie Mellon University for Architecture returned to Ayers Saint Gross as an intern.

Consultant Firms

Edward Tucker Architects, Inc.

OVERVIEW

Edward Tucker Architects, Inc. (ETA) is a full-service, 10-person, resident business (DBE) located in Huntington, West Virginia with a heritage dating back to 1910. Our award-winning, multi-disciplinary staff has expertise in a wide range of facility types for valued public and private clients across the region.

The foundation of our firm is the relationships we build with our clients. Our attention to detail, level of service, and the added value we bring to each project has resulted in many loyal, repeat clients. By respecting each project's unique constraints and opportunities, we provide innovative, responsive, and beautiful architectural design solutions.

Our firm has a history of commitment to community and economic development in the region where we practice, and where we have chosen to live and raise our families. We believe in the potential of our region, and are dedicated to serving as a resource for smart growth and development through community service. Our commitment to Marshall is unequalled.

POSITIONED FOR SUCCESS

Our firm's history with Marshall extends back to the 1960's, when Dean and Dean Architects, our predecessor firm, designed many of the main buildings on campus. We still hold the original construction documents for many of those projects in our archives. This relationship was renewed when Edward Tucker purchased Dean and Dean in 1996, and our firm has had the privilege of providing architectural services to the university ever since.

The opportunity to revisit the campus facilities plan is well timed, with the City of Huntington and Cabell County also completing an update to their comprehensive plans, and the many exciting developments underway including the American Car Foundry site, the Fourth Avenue Innovation Corridor, and new University leadership under President Brad Smith.

SERVICES

Planning
Architecture
Interior Design
Sustainability

FOUNDED

1996

CLIENTELE

Higher Education
Health Care
Research Laboratories
K-12 Academic
Cultural Institutions
Government

PROFESSIONAL STAFF

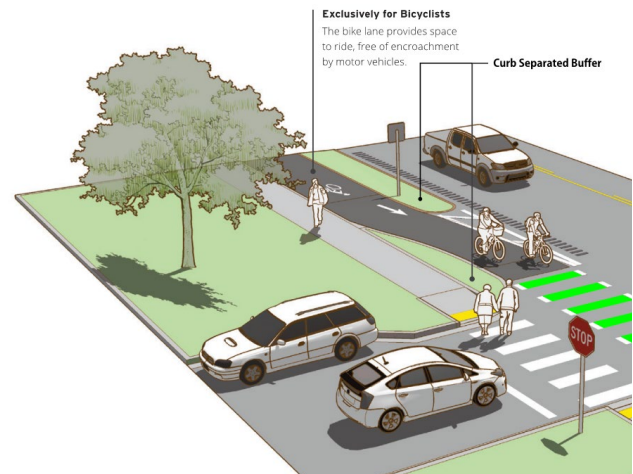
10



Project Case Studies

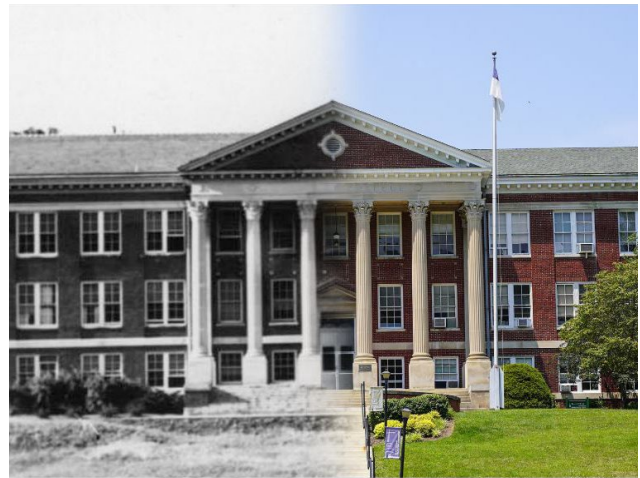
MARSHALL UNIVERSITY BICYCLE PLAN, 2019

The goal of the study was to create an actionable document that could be used by decision makers to execute specific bike routes and facilities to facilitate safer, easier commuting and crossings between Marshall University's main campus and satellite locations, and enhance the attractiveness of the campus. The main concerns identified by stakeholders were related to safety while riding on roadways, theft of bicycles, and the lack of a connected network of bicycle facilities with clear wayfinding signage, including through the interior of the campus. The findings and recommendations of the study carry with them the opportunity to also address other challenges such as pedestrian safety and street flooding through complete streets design.



BLUEFIELD STATE COLLEGE CAMPUS DEVELOPMENT PLAN, 2021

A Historically Black College, Bluefield State is experiencing a revival due to the decision of software company Intuit to locate a prosperity hub in the city as part of its Mission Hope project. The demand for housing within the city generated interest in developing on-campus housing, of which there has been none since the late 1960's. No new buildings have been constructed on the campus since the early 1970's. The campus plan focused on a 10 year projection, with studies of enrollment and utilization, existing building assessment, satellite campus interaction, major building, site and infrastructure improvements.



MARSHALL UNIVERSITY HAL GREER MEMORIAL PLAZA, 2022

Having commissioned a sculpture of basketball legend and civil rights trail blazer Harold Everett "Hal" Greer, Marshall asked ETA to locate and design an appropriate setting adjacent to the Cam Henderson Center. Granite landscape elements, lighting, and dark textured pavers are arranged to focus one's attention on the sculpture. Perforated metal screens in the university's colors create a contrasting backdrop. The plaza provides a new focal point and gathering place on the campus. A favorite place for group photos and "selfies", the installation educates prospective students and visitors about Hal Greer's career and bravery breaking the color barrier in West Virginia collegiate sports by becoming the first African American scholarship athlete at any of the state's traditionally white schools in 1954.



Consultant Firms

CMTA Inc.

MEP ENGINEERING, IT / SECURITY, SUSTAINABILITY / ENERGY CONSULTANT

CMTA is a multi-specialty firm that focuses on building systems engineering that ensures cost effective, energy efficient, high performance buildings. We are true partners who are vested in the long-term success of our buildings, which is measured by exceeding the expectations of building owners and managers, and maintaining the health and comfort of the occupants. In addition to engineering great building systems, at CMTA, we invent products, set national goals, and work to transform the market to improve results for everyone. We define our innovative approach to engineering as Building Science Leadership.

We are Data Driven, Results Proven. We have collected over 20 years of actual utility data on our projects that allows us to continually improve our approach. This database and our years of high performance design experience means we understand how to make these buildings a reality without extra first costs. No other firm possesses an energy performance database of this type.

Our consulting engineering expertise includes the following services:

- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Fire Protection Engineering
- Zero Energy and Renewable Engineering
- Communications and Audio Visual Design
- Technology Infrastructure Design
- Security System Design
- Energy Modeling
- Lighting Design
- Geothermal Engineering
- Construction Administration
- Commissioning Services
- LEED Consulting
- WELL Building Consulting and Certification
- Energy Star Certification
- Sustainability Consulting
- Performance Contracting
- Building Energy Management

RELEVANT PROJECTS

Benedict College – Master Plan
Bennett College – Master Plan Study
Berea College – Master Plan
Bowling Green State University – ICE Arena Master Planning
Bowling Green State University – Sustainability Master Plan Update
Central Piedmont Community College – Long Range Facilities Master Plan
Central Piedmont Community College – Master Plan, Electrical and HVAC Infrastructure Study
Central Piedmont Community College – Master Utility Plan
Central Piedmont Community College – New Education Center Master Plan
Clemson University – Master Plan Study
Cleveland Community College – Master Plan
Eastern Kentucky University – Residence Hall Master Planning
Kentucky State University – Master Plan
Marshall University – Science Building Master Plan
Morehead State University – Master Plan
Mount St. Joseph University – Master Plan
Mount St. Joseph University University – Science Building Master Plan
Northern Kentucky University – Master Plan
Rowan Cabarrus Community College – Campus Master Plan
Southern Baptist Theological Seminary– Master Plan
Temple College – Lighting Master Plan
University of Cincinnati – College of Engineering Master Plan
University of Kentucky– Athletics Master Plan
University of Kentucky – Cancer Center Master Plan
University of Kentucky – PAV H and HA Infrastructure Master Plan
University of Kentucky – PAV H Facility Assessment/Master Plan
University of Kentucky – White Hall Classroom Building Master Plan
University of Louisville – HVAC Master Plan
University of Louisville – IAQ Master Plan
University of Louisville – Master Plan
University of Louisville – Resident Hall Renewal Master Plan
University of Louisville Health – CWI Master Plan
University of North Carolina Charlotte – 1995 Master Plan
University of North Carolina Charlotte – 2000 Master Plan
University of North Carolina Greensboro – Chilled Water Master Plan
University of Saint Francis – Master Plan
Western Kentucky University – Boilers Master Plan
Western Kentucky University – Master Plan

GAI Consultants, Inc.

TRANSPORTATION ENGINEERING / PLANNING AND TRAFFIC, SITE / CIVIL PLANNING

Transforming ideas into reality® since 1958, GAI Consultants, Inc. (GAI) is an employee-owned engineering, environmental, and planning consulting firm providing local expertise to worldwide clients in the energy, transportation, development, government, and industrial markets. Our relevant projects show how we provide innovative and cost-saving solutions for clients specializing in municipal, as well as energy, transportation, water, government, real estate, and industrial fields. Our previous Institutional Master Plan experience has demonstrated our safety-first multi-modal approach to enhancing college campuses to be equitable to users of all abilities.

GAI'S COMMUNITY SOLUTIONS GROUP

As part of GAI, our specialized Community Solutions Group (CSG) practice combines with the broad knowledge of our engineering and environmental consulting firm to offer services in Landscape Architecture, Planning, Economics, and Management Consulting. Our Charleston office serves as one of our CSG hubs at GAI, where our most successful work has been as a result of the integration of “horizontal infrastructure”, solving technical challenges together in order to create places for people that build value over time throughout our region.

RELEVANT PROJECTS

Transportation/Mobility Component of the 2012 Institutional Master Plan / Pennsylvania Community Transportation Initiative Safety Study – Carnegie Mellon University

Transportation/Mobility Component of the 2022 Institutional Master Plan – Carnegie Mellon University

Arlington Park Mobility Study – KYOVA

Station Improvement Program and Transit-Oriented Communities Planning – Pittsburgh Regional Transit

Downtown Campus, Wood Street Preliminary Engineering and Final Design – Point Park University

Main Street Improvement Project – Kutztown University

Hal Greer Memorial Plaza – Marshall University

Mountain Health Arena Entry Plaza – City of Huntington, West Virginia

Highlawn Elementary School – Cabell County Board of Education

Huntington Streetscape Master Plan – City of Huntington, West Virginia

Charleston Coliseum and Convention Center - City of Charleston, West Virginia



Transportation/Mobility for the 2012 Institutional Master Plan / Pennsylvania Community Transportation Initiative Safety Study – Carnegie Mellon University

Core Design Team



Sally Chinnis, AICP Principal-in-Charge, Ayers Saint Gross

PROFILE

Sally Chinnis is a planner, urban designer, space analyst, and principal with projects focused on strategy and decision making for college and university campuses. Throughout her career, she has advocated for smart and sustainable design strategies that incorporate data and technology to improve campuses and their surrounding communities. She has helped institutions create compelling campus adjacencies and dynamic mixed-use precincts, enhance the student and residential experience, expand open space networks, and develop phased implementation plans to realize their visions. A skilled problem-solver, she enjoys digging into rigorous analysis to help institutions serve as more effective stewards of their campus spaces.

EDUCATION

Master of City and Regional Planning,
Certificate in Urban Design, University
of Pennsylvania

Bachelor of Urban and Environmental
Planning, University of Virginia

REGISTRATIONS

Certified Planner

RECENT PROJECTS

Campus Master Plan
Winthrop University

Master Plan
The Citadel

Campus Master Plan Update
Towson University

Campus Master Plan Update
University of Illinois at Chicago

University Master Plan
Innovation Programming
Classroom Master Plan
University of North Carolina at Chapel Hill

Framework Plan Update
Space Studies
CFAES Facility Master Plan and Planning
Studies
The Ohio State University



Mark Kirchner Project Manager, Ayers Saint Gross

PROFILE

Mark brings 20 years of higher education experience, having served in a variety of roles including Director of Campus Development and Campus Architect. He has robust knowledge of the design process from programming to construction. Mark thrives using state-of-the-art technology to guide complex processes.

RECENT PROJECTS

Space Planning
ADA Masterplan
Student Center Renovation and Addition
Twin Tower Residential Hall Renovation
Renovations of Four Campus Dining
Facilities
President's House Renovation
The College of New Jersey*

RTI Research Park Feasibility Plan
College of Architecture, Art, and Design
Renovation
Energy Conservation Proposal
American University of Sharjah*

**Experience Prior to Ayers Saint Gross*

EDUCATION

Master of Architecture, Extended Degree,
Georgia Institute of Technology

Bachelor of Science In Mathematics,
Wake Forest University



Shannon Dowling, AIA, LEED AP

Learning Environments Strategist, Ayers Saint Gross

PROFILE

Shannon Dowling is an architect, space analyst, and educator who focuses on creating research-driven and student-centered learning environments. Equipped with an extensive knowledge of educational trends and challenges, Shannon always works with the physical and psychological needs of students in mind. She collaborates closely with educators, students, and administrators to create inspirational yet functional space in which every student feels comfortable, safe, and ready to succeed. Shannon is known across the firm for working collaboratively with others, across practice groups, disciplines, and offices. She is at her best when given opportunities to synthesize, strategize, collaborate, and create environments that inspire innovation in others.

EDUCATION

Master of Architecture in Metropolitan Research + Design, Southern California Institute of Architecture

Bachelor of Architecture, Virginia Polytechnic Institute and State University

REGISTRATIONS

Registered Architect: VA

LEED Accredited Professional

RECENT PROJECTS

Corbly Hall Programming Study
Marshall University

Classroom Master Plan
The Ohio State University

Academic Space Improvement Plan
Longwood University

Space Analysis
University of North Carolina at Chapel Hill

Master Plan
Northern Kentucky University

Space Study and Master Plan
Widener University

Classroom Master Plan
Purdue University

Master Plan
Quinnipiac University



Ling Xia

Campus Planner, Ayers Saint Gross

PROFILE

Ling is a planner at Ayers Saint Gross. Trained as a landscape architect, Ling has worked on projects that bridge across disciplines, ranging from residential garden design and landscape master planning to campus planning and mixed use city planning. Ling has a passion for research and learning user experience. Topics in her work involve problem-solving, ecology and sustainability, and immersive space design.

RECENT PROJECTS

Campus Master Plan
Winthrop University

Health District Master Plan
Indiana University

Master Plan
University of Tennessee Knoxville

Area Master Plan Competition
Sanya Baopo Sports And Cultural Center

Master Plan
Long Island Jewish Medical Center

Master Plan
Wuyuan Sports Park

EDUCATION

Master of Landscape Architecture, Rhode Island School of Design

Bachelor of Landscape Architecture, Nanjing Forestry University



Edward Tucker, FAIA

Planning Partner, Edward Tucker Architects, Inc.

PROFILE

Prior to founding Edward Tucker Architects, Ed was Staff Architect at Vanderbilt University Campus Planning. Assigned to the Medical Center, Ed managed dozens of projects while working to implement Vanderbilt's high standards for its campus. Bringing specific experience in medical and research lab design to his own practice, ETA has become an integral resource to the region's health care and academic medicine providers. Ed's leadership in the community includes ten years on Huntington's Planning Commission, helping shepherd a complete rewriting of the city's Comprehensive Plan. With more than 40 years in the profession, in 2018 he was elevated to the AIA's College of Fellows in recognition of his service to society and the profession.

EDUCATION

Bachelor of Architecture, College of Architecture & Design, University of Tennessee, Knoxville
Denmark International Studies
Copenhagen, Denmark

REGISTRATIONS

Registered Architect: West Virginia

RECENT PROJECTS

- | | |
|---|---|
| Animal Research Facility Expansion
Marshall University School of Medicine | Hal Greer Memorial Plaza
Marshall University |
| 700 Vehicle Parking Garage
Marshall Health | Herd Zone Team Store
Marshall University |
| Outpatient Medical Center
Cabell Huntington Hospital | Facility Master Plan
Mounain Health Network |
| City Hall Comprehensive Renovations
City of Huntington, West Virginia | Central Sterile Processing Facility
King's Daughters Medical Center |



Phoebe Patton Randolph, AIA, LEED AP

Architectural Partner, Edward Tucker Architects, Inc.

PROFILE

At the helm for the next generation at Edward Tucker Architects, Phoebe has strong connections to state and local networks of agencies, organizations and community leaders. Her ability to coalesce information provided by clients and end users into a carefully crafted design solution is complimented by her twenty-two years of experience guiding clients and projects through planning and construction. Her experience includes higher education and health care, cultural and civic projects. She was asked to serve as a member of the MU Pedestrian Safety Task Force, formed in response to the 2021 pedestrian fatality on Third Avenue..

RECENT PROJECTS

- | | |
|---|--|
| Marshall University School of Pharmacy
Signet Real Estate | A New Highlawn Elementary
Cabell County Schools |
| Visual Arts Center
Marshall University | A New Barboursville Public Library
Cabell County Public Library |
| Marshall Health Teays Valley
Marshall Health | Mountain Health Arena Phased Renovations
ASM Global |
| Bicycle Plan
Marshall University | City of Huntington Innovation Plan
Fairfield and Highlawn Revitalization Plans |

EDUCATION

Bachelor of Architecture, College of Architecture & Design, University of Tennessee, Knoxville
Krakow Polytechnic University
Krakow, Poland

REGISTRATIONS

Registered Architect: West Virginia
LEED Accredited Professional

Additional Resources

Ayers Saint Gross



COREY CHANG AIA, LEED AP BD+C | ARCHITECTURAL RESOURCE, AYERS SAINT GROSS

Education: B.Arch., University of Florida

Corey Chang is a principal with more than 27 years of experience in architecture. He provides project leadership during all phases of design working extensively with higher education institutions. He is focused on developing projects that enhance campus experiences, including student life and academic facilities. A conscientious leader, Corey strategically shapes positive outcomes for his projects while building consensus behind a vision providing tailored and resilient design solutions.



JESSICA LEONARD AIA, LEED AP | PLANNING RESOURCE, AYERS SAINT GROSS

Education: M.Arch., University of Maryland; B.S. in Architecture, University of Maryland

Jessica Leonard has more than 17 years of experience leading and managing master plan projects for large, complex institutions. A skilled leader of workshops and stakeholder meetings, Jessica believes that the best project outcomes result from an inclusive, engaging design-centered process. She finds satisfaction in helping institutions find clarity and a compelling vision for the future. Jessica is passionate about working across multiple disciplines in the firm to help provide the best design solutions for clients.



ASHWIN DHARMADHIKARI, AICP | PLANNING RESOURCE, AYERS SAINT GROSS

Education: M.S. in Urban Design and Community and Regional Planning, University of Texas at Austin; B.Arch., University of Pune

Ashwin is a planner focused on providing strong campus and community connections. His planning approach balances data-driven analysis with stakeholder engagement to develop thoughtful planning and design solutions for complex physical challenges. Ashwin was selected to be a SCUP Emerging Leader in its inaugural year that is geared towards tailoring leadership skills and gaining a better understanding of integrated higher education planning.



RISHIKA SHRIVASTAVA, LEED AP BD+C | SUSTAINABILITY RESOURCE, AYERS SAINT GROSS

Education: M.S. in Sustainable Environmental Systems, Pratt Institute; B.Arch., Bharti Vidyapeeth University

Rishika brings a holistic understanding of sustainability across the built environment as well as deep expertise in embodied carbon. She serves as a subject matter expert and helps architects, owners, and developers with performance analysis and third-party certification. Rishika is passionate about engaging university stakeholders to improve the quality, health, and efficiency of their built environments, advancing high-performance design strategies and systems integration in support of sustainable design, and combating climate change through low-carbon development.



SHELLY JOHNSON, PLA, ASLA | LANDSCAPE DESIGN RESOURCE, AYERS SAINT GROSS

Education: B.S. in Landscape Architecture, The Ohio State University

Shelly Johnson is landscape architect whose work originates in a rich understanding of place and people. Her design process is grounded in a relationship with the client and local communities in order to create a place that is reflective of communities values and needs. Throughout each project, Shelly strives to balance technical rigor with innovative design and detailing to create beautiful and sustainable landscapes.



COOPER MELTON, AIA | STUDENT LIFE RESOURCE, AYERS SAINT GROSS

Education: M.Arch., University of Michigan; B.Arch., University of Virginia

Cooper Melton has devoted his 20 years of design practice to housing and student life facilities. With his ability to conceptualize and implement design at all phases of the process, he has steered a number of successful and award-winning projects to completion. His design approach involves prioritizing occupant needs to create spaces that are functional and beautiful, while also reflecting an institution's mission and values.

Additional Resources

Edward Tucker Architects, Inc.



JOSH DYGERT, AIA | HEALTH CARE ARCHITECT, EDWARD TUCKER ARCHITECTS

Education: B.Arch., University of Tennessee Knoxville

In 2006, Josh began working at Edward Tucker Architects. He achieved licensure in 2011, and was promoted to Senior Architect in 2019. Josh has focused his efforts on serving the firm's health care clients, developing a deep understanding of the specific requirements and considerations around designing inpatient and ambulatory health care environments.



J. D. MAYNARD | ATHLETICS ARCHITECT, EDWARD TUCKER ARCHITECTS

Education: M.Arch., University of Kentucky; B.Arch, University of Kentucky

J.D. Maynard graduated from the University of Kentucky with a Bachelor of Architecture degree in 2004, further receiving a Master of Architecture degree from the College of Design in 2005. Over his seventeen years in practice, he has gained diverse project experience, including bringing his passion for sports to many of ETA's projects for Marshall University Athletics.



AMBER YOST | INTERIOR DESIGNER, EDWARD TUCKER ARCHITECTS

Education: B.S. in Interior Design, West Virginia University

Amber manages the Interior Design work at Edward Tucker Architects, where she has contributed to a diverse group of projects including higher education, healthcare, commercial, religious, and K-12 education. She assists the firm's Architects in a variety of tasks ranging from space planning and design to selecting and specifying furniture, finishes and equipment.

CMTA, Inc.



KEVIN EUGA, PE, HFDP | PRINCIPAL, SUSTAINABILITY, CMTA INC.

Education: B.S. in Mechanical Engineering, University of Florida

Kevin has 15+ years of experience designing energy efficient HVAC systems. During his career he has designed HVAC, fire suppression, plumbing, refrigeration, and exhaust systems. His responsibilities include managing the MEP project team, designing mechanical systems, and coordinating requirements with both the owner and local authorities. His projects include design of classrooms, PreK-12 schools, offices, dormitories, municipal facilities, central utility plants, laboratories, clinics, and medical offices.



COLE PARKINSON, RCDD | PROJECT MANAGER, ELECTRICAL/IT/SECURITY ENGINEER, CMTA INC.

Education: B.S. in Electrical Engineering, Algonquin College

With 15+ years of experience, Cole joined the CMTA Columbus, Ohio office and provides project management as well as low-voltage and specialty systems design. He frequently monitors project schedules, provides cross-discipline coordination, and holds regular internal progress meetings. He has provided communications and technology, audio-visual, CCTV, structured cabling and security access control systems design services for numerous project types.



CASEY OLDHAM, PE, CEM, CXA | MECHANICAL/PLUMBING ENGINEER, CMTA INC.

Education: B.S. in Mechanical Engineering, University of Dayton

Casey has over 15 years of experience as a mechanical engineer with experience in all phases of the mechanical and plumbing engineering process including various design concepts for HVAC, ventilation, and process piping. He has experience developing cost monitoring controls and has provided expertise in the areas of systems analysis, energy audits, and sustainable design, and has performed energy simulations for LEED Projects.

GAI Consultants, Inc.



JAMES YOST, PLA, ASLA | PROJECT LEAD / POINT OF CONTACT, GAI CONSULTANTS, INC.

Education: B.S. in Landscape Architecture, West Virginia University

As a native West Virginian, James specializes in landscape architecture, urban planning, and project management. He provides the strong ability to communicate project knowledge to the public and clientele to accomplish a collaborative design approach. Additionally, James has extensive local knowledge for the project area and understands the complexities of urban and campus design having recently completed the design of the Hal Greer Memorial Plaza for Marshall University.



RICHARD KRAJCOVIC, MBA, PE, PTOE | TRANSPORTATION ENGINEERING/PLANNING, GAI CONSULTANTS, INC.

Education: M.B.A., Point Park University; B.S. in Civil Engineering, University of Pittsburgh

As an Engineering Director, Rich has been responsible for design and management of public and private projects, including serving as project manager for an ongoing University Mobility Master Plan and transit system pedestrian safety studies. He has extensive engineering experience in performing pavement marking and signing design, temporary traffic control design, transit oriented development planning, transportation impact study analysis report preparation, and traffic signal design.



TODD WILSON, MBA, PE | TRANSPORTATION ENGINEERING/PLANNING, GAI CONSULTANTS, INC.

Education: M.B.A., Point Park University; B.S. in Civil Engineering, Carnegie Mellon University

As an award-winning transportation engineer and planner, Todd was recently named one of the Pittsburgh Business Times 20 Engineers to Know for 2022. His community-focused approach to transportation planning has been key to successful university master plans and university roadway safety projects, as he maintains a volunteer advisory role to a local university. Having received formal training in the Federal Highway Road Safety Audit program and in multiple traffic simulation software applications, he has successfully performed safety improvement projects, capacity analyses, parking studies, traffic impact studies, transit studies, and municipal reviews.



JIM GREENE, PE | SITE/CIVIL PLANNING, GAI CONSULTANTS, INC.

Education: B.S. in Civil Engineering, Pennsylvania State University

Jim specializes in infrastructure/civil engineering projects, and has more than 35 years of experience. He has managed retail, residential, commercial, industrial, and recreational site development projects. He has completed water and sewer line designs; stormwater management and erosion control design; federal, state, and local permitting; conceptual site and utility plans; master plans; construction cost estimates; hydrologic and hydraulic (H&H) studies; and design of water quality infiltration trenches, dry wells, and infiltration basins.



JOSEPH FELLO, PE | SITE/CIVIL PLANNING, GAI CONSULTANTS, INC.

Education: B.S. in Civil Engineering Technology, University of Pittsburgh, Johnstown

Joe specializes in civil engineering for residential, commercial, industrial, and institutional land development projects. He is proficient in green stormwater infrastructure (GSI) and post construction stormwater management (PCSM) detention, conveyance, volume, and water quality design, as well as Americans with Disabilities Act (ADA) compliance for new construction and construction alterations. He has significant experience with designing erosion and sediment (E&S) control facilities, site grading, roadways, and utilities; National Pollutant Discharge Elimination System (NPDES) permitting; stream encroachment permitting; and highway occupancy design and permitting. His computer skills include Autodesk Civil3D, Hydraflow Storm Sewers, Hydraflow Express Extension, Hydraflow Hydrographs, HydroCAD, Bentley PondPack, Newforma, Deltek, and LitePro.

Ability to Complete the Campus Master Plan

The Ayers Saint Gross team stands ready and able to respond immediately to the Marshall University Facilities Master Plan project requirements. We are very selective about the projects we pursue in order to provide the highest level of service to each of our clients. Once we are engaged, we will work with Marshall to create a customized schedule to accommodate your specific needs.

We considered both expertise and campus familiarity when assembling our team. With our proposed team's extensive work at Marshall, we bring in-depth experience and knowledge of your campus and stakeholders. In addition, our experience in master planning and regional public institutions is unparalleled from planning and program studies to full building design.

We are positioned to deliver a successful project, backed by this depth of experience and our highly skilled key personnel, chosen for their expertise in planning and design. Each team member is committed to the project's success, and the proposed team members will maintain a high level of engagement with you throughout the project. In building our team, Ayers Saint Gross confirmed that our team of consultants share the same level of commitment to the project and will ensure adherence to the schedule.

Acceptance and Understanding of Ownership

Ayers Saint Gross accepts and has a complete understanding that all work produced as a result of this contract will become the property of Marshall University and can be used or shared by the University as deemed appropriate.



Like Marshall University, the University of Tennessee Knoxville's campus is shaped by its proximity to the river. We will leverage our previous experience on campuses with similar natural features to understand Marshall's campus and think creatively about opportunities.

Firm's Ability to Formulate Designs in Conformance with Local, State, and Federal Regulations

Having Huntington-based architectural firm Edward Tucker Architects (ETA) on our team means that we can provide in-depth understanding of procurement of design and construction projects within the higher education environment in West Virginia. This involves review, approval, and oversight of the university's Board of Governors (BOG) and the West Virginia Higher Education Policy Commission (HEPC). Understanding rules and policies regarding a wide range of processes such as purchasing procedures or allowable construction delivery methodologies, ETA manages complex consultant and owner representative teams from project inception through construction close-out documentation.

Beyond BOG and HEPC owner related agency reviews, ETA routinely works with other regulatory bodies including the Office of the State Fire Marshal for life safety and building code compliance, WV DHHR Office of Health Facility Licensure and Certification (health care facility review), WV State Historic Preservation Office, county health departments (food service facility review), city planning/development and public works departments, and public utility companies. Aided by familiarity with the people and processes, ETA often conducts informal reviews that precede eventual final submissions, generally resulting in approvals with minimal delay.

Statement of Litigation / Arbitration

Ayers Saint Gross and local partner Edward Tucker Architects do not currently have any litigation or arbitration proceedings, including vendor complaints filed with the State.



Edward Tucker Architects is based in Huntington, WV and has deep knowledge of local, state, and federal regulations.

PROJECT ORGANIZATION

Project Organization

PROJECT MANAGEMENT

This project will be led by Principal-in-Charge Sally Chinnis, and managed by Project Manager Mark Kirchner.

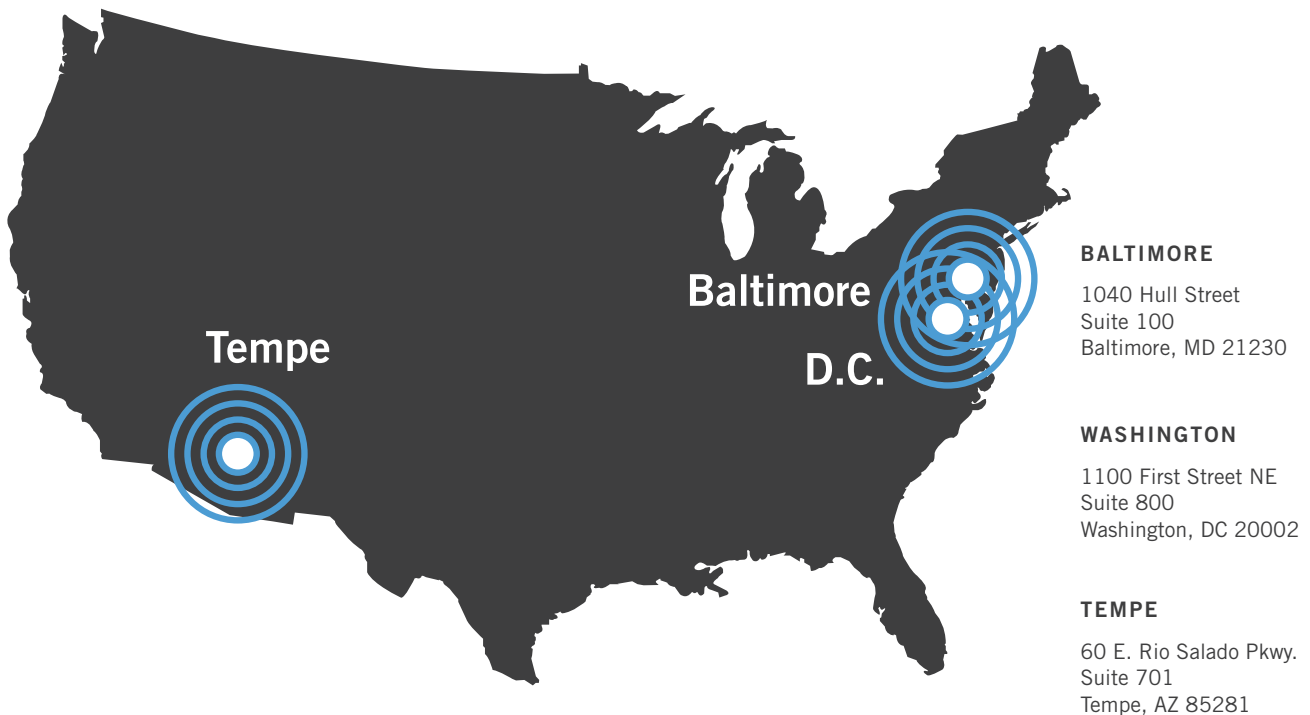
Over Sally's sixteen years of experience, she has helped institutions create compelling campus adjacencies and dynamic mixed use precincts, enhance the student and residential experience, expand open space networks, and develop phased implementation plans to realize their vision.

Mark has more than 20 years of professional experience in campus planning and architecture. Prior to joining Ayers Saint Gross, Mark worked as the Assistant Campus Architect at the College of New Jersey, and Director of Facilities and Campus Development at American University of Sharjah. He has a background in managing multimillion-dollar budgets for complex facilities projects, and first-hand knowledge about a client's needs and challenges.

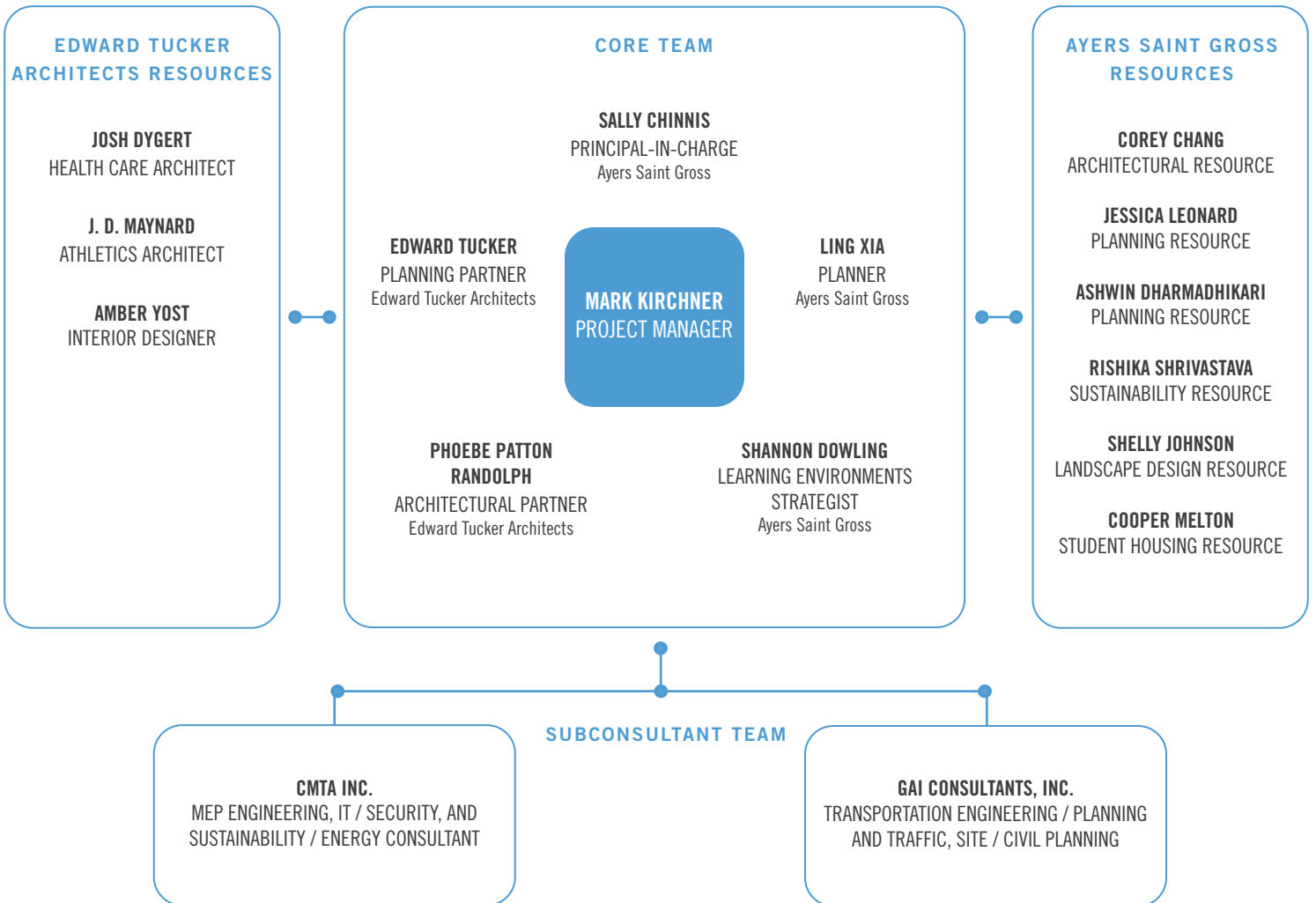
As Project Manager, Mark is an advocate for clients' expectations for the duration of a project. He has a proven record of adhering to budgets, meeting deadlines, and maintaining clear lines of communication contributing to successful and notable projects. Mark consistently exhibits extraordinary expertise by keenly focusing on project details, communicating clearly and effectively with the project team and the client. He utilizes his skills and knowledge to pro-actively support the team, client and stakeholders in collaboratively achieving identified university goals.

OFFICE LOCATIONS

Ayers Saint Gross is headquartered in Baltimore, MD with offices in Washington, DC and Tempe, AZ. Project management and work will be performed out of our Baltimore, MD office for this project.



PROJECT ORGANIZATIONAL CHART

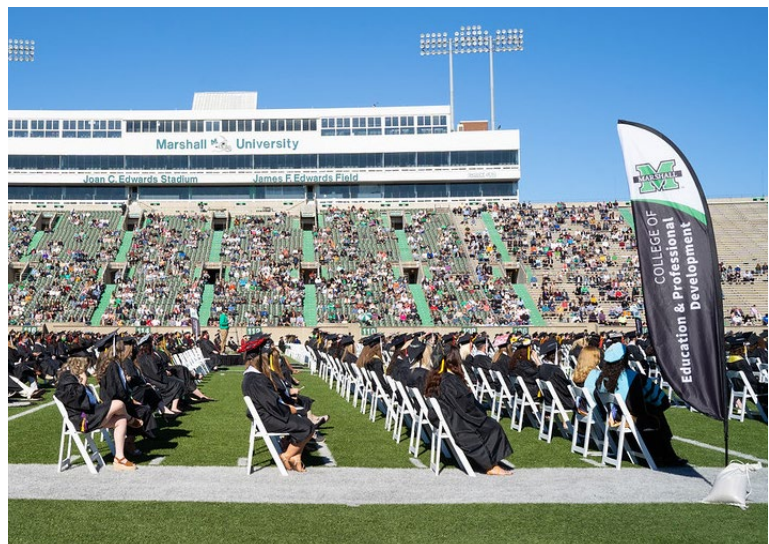


Project Approach

Our approach is design-driven, holistic, and inclusive: we bring forward diverse perspectives, and through an engaged process, we explore potential futures and catalyze investment.

ALIGNING THE PHYSICAL ENVIRONMENT WITH MISSION AND VISION

The campus planning process establishes a framework for university investments that bring facilities and grounds into alignment with the enduring mission and vision as well as the current strategic planning priorities. At forward-thinking and dynamic institutions like Marshall, the campus is always changing as each new generation leaves its mark. Marshall's mission statement affirms its stature as a public comprehensive university, rooted in its long history and interconnectedness with the regional economy, while always creatively driving towards the promise of a better future. President Smith's Five Key Focus areas illustrate priorities for the years to come: recruit, retain, and support students, faculty, and staff with an engaging and inclusive experience that they can only have at Marshall. Our campus planning approach will pursue this objective above all else.



APPRECIATION FOR HISTORY, CONTEXT, AND THE ENVIRONMENT

Marshall University's campus reflects nearly 200 years of investments and critical thinking about how to translate its mission into a physical place that supports the University's strategic goals. Simultaneously, the evolution and expansion of the University has contributed to the economic, social, and cultural activities of the Huntington region. We appreciate the energy and thoughtfulness of the past and present University leaders, planners, and designers who have carefully considered how this place will evolve over time. Our approach to this project reflects our commitment to extend the legacy of these efforts as this generation realizes its vision for the future and makes its mark on campus.

No Single Issue Considered in Isolation

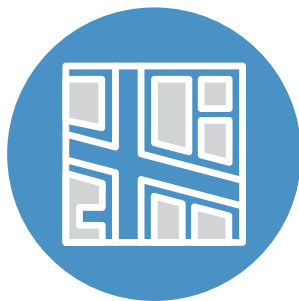
The belief that no single issue should be considered in isolation serves as the foundation for our firm's approach. We will view each individual consideration at hand with a long-term perspective and understanding of context. On mature urban campuses like Marshall's, changes to any programmatic or physical element of campus impact other interrelated campus systems. Moreover, in our work with other public comprehensive institutions who are your peers, we have come to appreciate that the future direction of inquiry, discovery, and learning is interdisciplinary in nature. State-of-the-art facilities must consider connections and collaborations that extend beyond the boundaries of single colleges and departments. We encourage University stakeholders to adopt a "One University" mindset, elevating the good of the University over the needs of any individual program.

Design, Carbon, Data, Inclusion

Across our firm, all practice areas focus on four big ideas: design, carbon, data, and inclusion. What does this mean for campus planning? Space is impactful, and it is also costly. Space – both indoors and outdoors – influences culture. Good design lays a foundation for inclusion by creating an environment where people from all backgrounds have their basic needs fully met and can thrive. Good design encourages people to engage with their academic pursuits, connect with one another, and pursue their individual wellness. On the other hand, building, operating, and maintaining space has significant environmental and financial implications. When making decisions about these sorts of significant investments, universities must maintain the discipline of conducting data analysis and using findings in tandem with their values to guide their actions. Our planning processes creates a campus dialogue to explore opportunities. By looking at the campus holistically, we ensure each individual project advances a holistic vision.

PLANNING FOR IMPLEMENTATION: VISIONARY AND PRACTICAL

Robust implementation is our greatest measure of success. We seek solutions that are both visionary and practical because our experience shows these are the proposals that universities implement. To achieve this outcome, we listen carefully throughout our engagement process. We listen for the big ideas that will excite faculty, staff, students, and donors, and we keep this big picture in mind. Without a compelling vision, the campus community will not be motivated to make the necessary changes. We also listen for the day-to-day realities of infrastructure, operations, and maintenance as these details can derail progress. Embracing practical considerations ensures the solutions function practically.



Design



Carbon



Data



Inclusion

Engagement Tools



INTERVIEWS

Individual or small group interviews allow stakeholders to address several topics, themes, and scales.



FOCUS GROUPS

Targeted group feedback sessions engage stakeholders with a specific perspective or expertise about a key planning issue.



OPEN FORUMS

Large group forums allow individual stakeholders to ask questions and provide feedback in a more informal setting.



TOWN HALL/COMMUNITY

More formal, large-format public meetings are effective to present key information, address questions, and solicit feedback.



VISIONING EXERCISES

Interactive activities for building consensus through mapping and polling exercises or facilitated discussions.



WEB-BASED SURVEYS

Online questionnaires are a convenient and cost-effective means of soliciting anonymous feedback to inform decision-making.



WEBSITE

Websites provide quickly accessible data, including overviews and surveys, and contact information for comments and questions.



LIVE STREAMING

Live videos of presentations and stakeholder meetings allow for virtual attendance and can also be shared via social media.



SOCIAL MEDIA

Various online platforms have the potential to reach a larger audience and to generate excitement around project goals.



VIRTUAL WHITEBOARDS

Interactive digital spaces that replicate posters and sticky notes for synchronous or asynchronous collaboration.

HIGHLY ENGAGED PROCESS

We strongly believe in the collective wisdom of a facilitated, inclusive process. That process takes different forms at each institution and for each project, ranging from in-person charrettes with the design team to problem-solving with University staff behind the scenes. The Ayers Saint Gross team is particularly adept at bringing together campus stakeholders in a variety of venues and mediums to gather input, spark new thinking and ideas, communicate concepts, and build consensus, all of which leads to a sense of ownership of the plan that will sustain implementation over time.

We expect to engage the following groups throughout this process:

- **Working Group:** This small group will meet approximately twice per month by web meeting to coordinate meetings, gather data, and review materials produced by the consultant team.
- **Steering Committee:** We recommend that the University establish a steering committee for this project that includes individuals who bring diverse perspectives about priorities and opportunities. They will review analysis and ideas, evaluate pros and cons of various alternatives, and help guide recommendations.
- **Senior Leadership:** Senior Leadership consists of deans, University leadership, the Board of Governors, and other groups to be identified. We plan to brief these groups and seek direction at major project milestones.
- **Stakeholder Focus Groups:** We will conduct focus groups at the outset of the process to have targeted conversations about key topics. These sessions will take place through a blend of virtual and in-person settings. After the initial focus groups, participants will be invited to follow-up sessions where all focus group attendees participate together in one meeting to provide input on the plan as it develops.
- **Other Engagement:** To engage a wide range of stakeholders, we can conduct open forum sessions for the entire campus community and/or prepare an online survey to be distributed to students, faculty, and staff. External stakeholder groups will be identified during the planning process.

Our team shares the University's strong commitment to engagement. Our experience shows that meaningful dialogue generates creative ideas and ensures the planning recommendations serve all users. Additionally, a robust engagement process along the way avoids the consensus-building challenges that can ultimately derail project schedules.

At the outset of the planning process, we will work with the Working Group to develop a detailed engagement and outreach plan that addresses:

- **Who and When:** Identify the key internal and external stakeholder groups to contribute in each phase as well as those who should be updated on planning progress.
- **Where and How:** A blend of virtual, in person, synchronous, and asynchronous techniques will foster engagement, allowing participants to contribute in the ways that are comfortable and effective for them. A different mix of techniques for outreach will push key information to target groups.

COLLABORATIVE, INTERDISCIPLINARY TEAM

Marshall's "Big Five" Key Focus Areas are complex and multifaceted. To fully realize this vision, the Ayers Saint Gross team is committed to an interdisciplinary approach that uses the many facets of our expertise to provide a holistic strategy to meet evolving needs. We have assembled a core team of creative designers and planners to shepherd this process and provide continuity. The core team consists of several individuals who will be engaged in each task to provide continuity and a deep understanding of context. Sally Chinnis will serve as the Principal-in-Charge, ensuring proposals align with the overarching vision, and Mark Kirchner will serve as the Project Manager, directing the engagement process and ensuring the appropriate expertise and perspectives are included in each conversation. As a Learning Environments Strategist, Shannon Dowling will drive the concept development towards inclusive design excellence. We will work closely with partners from Edward Tucker Architects, whose extensive experience on Marshall's campus and in Huntington will ensure that our team has a deep understanding of context and seamless access to the broad network of stakeholders needed to engage in this type of planning effort. We have selected the core team based on their relevant expertise as well as to ensure that we bring diverse personal perspectives to the table. Each of these team members will devote significant time to understanding Marshall's culture and opportunities.

Quality outcomes require a blend of topic expertise and deep understanding of context. Our approach identifies a continuously engaged core team and Ayers Saint Gross topic experts to provide depth in defined focus areas spanning landscape architecture, student housing, and sustainability. By utilizing these resources as needed for individual tasks, we leverage the breadth of our interdisciplinary design firm to respond to each project's specific requirements.

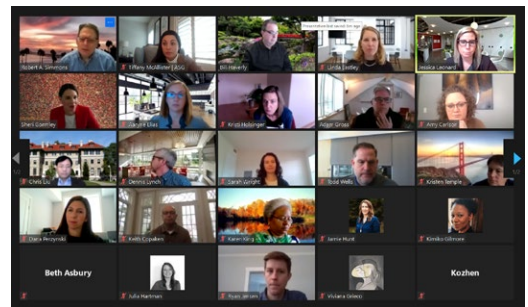
At Ayers Saint Gross, we pride ourselves on leading teams of highly qualified consultants to provide unmatched levels of professionalism, imagination, and innovation to solve our clients' complex problems. As such, we have included GAI Consultants and CMTA Engineering on our team. We understand our important role of being the organizing hub of the wheel for the team.



Campus Walking Tours



Open Houses

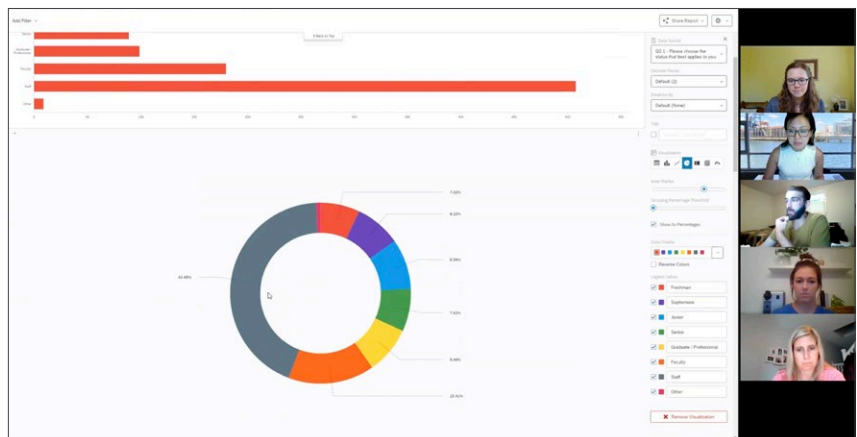


Virtual Focus Group



On-Campus Engagement Session

Virtual Engagement Video:
[Click here to view highlights](#)
[of our virtual process.](#)



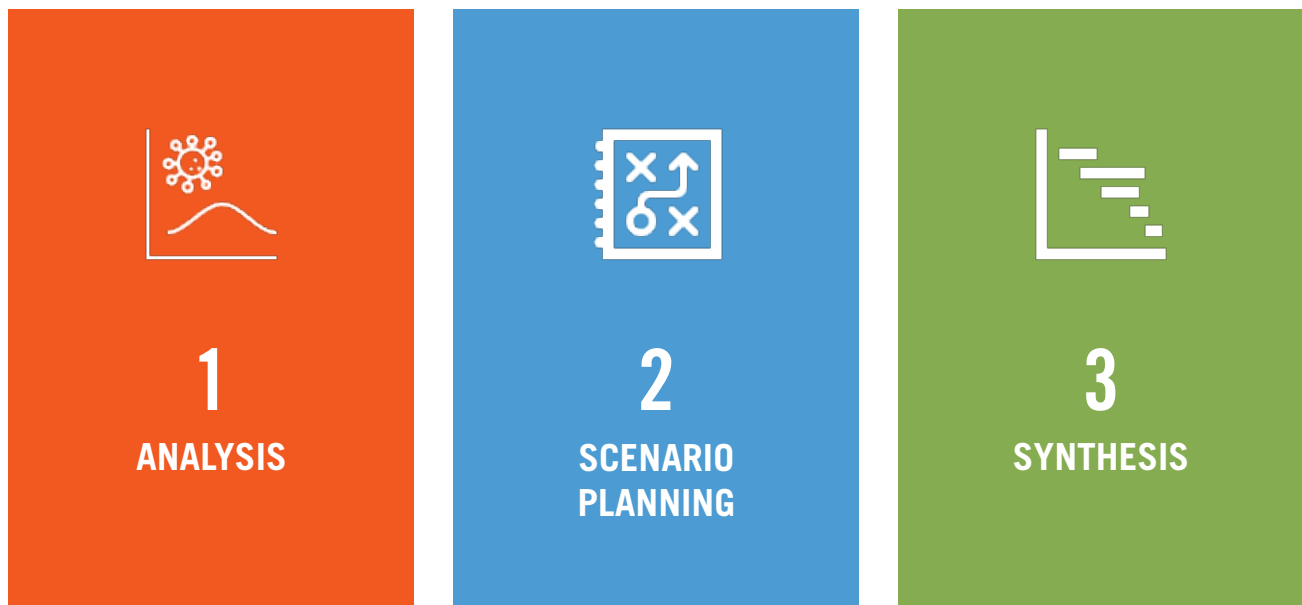
CUSTOMIZED APPROACH TO EACH ASSIGNMENT

We treat every project as a unique assignment and develop specific approaches and tools to support the project. During project initiation, we will spend time with you to understand what is needed and create a strategy to deploy our resources to deliver it. The process outlined below is a preliminary approach informed by the RFP. We look forward to customizing each phase through collaboration.

MULTI-PHASE PROCESS

The RFP details several recently completed and academic initiatives and studies that put forward campus goals. Achieving these goals will require sustained, coordinated investments guided by a data-driven implementation framework.

Our team is excited to start work immediately this fall. The University's desired scope is both broad and deep: it considers all buildings and landscapes comprehensively and within their University-wide context as well as investigating priority topics in further detail. Executing this complex scope will require steady progress towards coordinated milestones as well as ongoing adjustments as the process unfolds. While our approach outlines specific phases of work, our methodology is intentionally flexible to accommodate new discoveries made along the way. We will structure the design and planning process around intensive workshops conducted virtually and on campus. These will take place at regular intervals, typically every 4-6 weeks. In between these workshops, clear and frequent communication between the consultant core team and the University's key staff maintains momentum. This framework allows our team to maintain the project schedule while building in flexibility. Throughout the planning process, the team will work with the University to align project schedules to ensure key milestones are coordinated.



During the Analysis Phase, large amounts of data and information are gathered, reviewed, heard, and synthesized.

Based on the results of the Analysis phase, the planning team develops programmatic drivers, planning principles, and a conceptual framework to be vetted and refined with the Working Group, Steering Committee, and Senior Leadership Group. The team will develop planning scenarios that test different campus geographies, project feasibility, financial implications, and the shift and renewal of campus space.

Preferred alternatives from the the Scenario Planning Phase will be unified into a single illustrative plan depicting the proposed developments, buildings, and grounds.

1 Analysis: Bringing Information Together

The analysis phase generates a shared understanding of existing conditions for the consultant team, planning committees, and the campus community. During this phase, we seek to determine what information is most relevant to align the physical campus with the mission and goals of Marshall.

We begin by issuing a base data request and then collaborating with the Working Group to collect requested items from various sources across the institution. Examples of requested data include: existing campus maps, building floor plans, room inventory, housing data (e.g., bed counts, unit types and mix, demographics, and projected demand), parking counts, infrastructure performance, demographics, and enrollment information. We also review previously completed and ongoing planning and design studies.

We then reconcile the information and drawings provided by consulting with the Working Group and conducting a site tour of buildings, outdoor spaces, and campus edges. We also review and analyze past planning studies, real estate strategies, sustainability initiatives, the strategic plan, and operational planning for areas of overlap, any gaps in scope, and consensus on key issues.

The analysis phase incorporates extensive engagement opportunities. Listening and asking for input and ideas first—before bringing forward any proposals—builds the foundation for consensus and ownership of the plan. It also provides critical information about the campus that cannot be revealed through data analysis. Typical engagement methodologies in this phase include online surveys, focus groups, interviews, and open house poster sessions on campus. The shared themes from these dialogues help us vet and refine our physical observations and analyses.

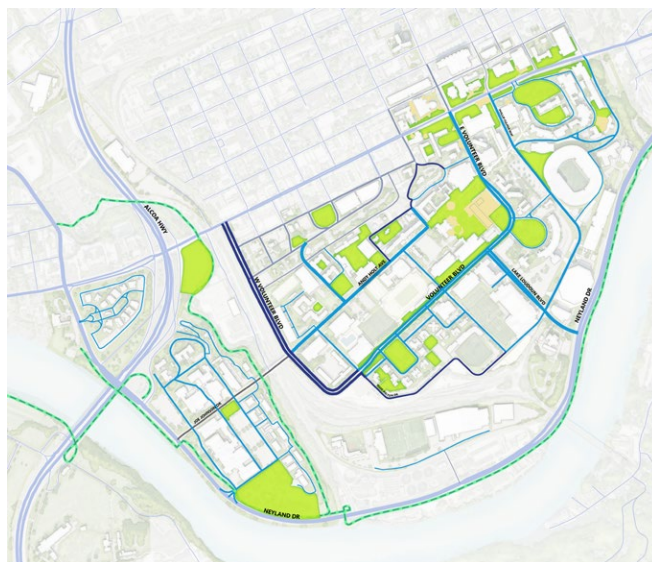
Based on this foundation, we will develop a series of campus analytical drawings, charts, and tables that highlight the strengths and challenges facing the physical campus. Each analytical element contributes to a compelling story. The analysis holds a mirror up to the campus, calling out truly distinctive features and noting areas that require attention.

The analysis findings serve as the foundation for the planning principles. Planning principles reflect the ethos, culture, traditions, aspirations, and setting of an institution. Aspirational in nature, these principles inform the intent, direction, and priorities for the plan and its implementation. As such, the analysis must be clear-eyed, straightforward, and succinct.

Analysis Diagrams



Green Open Space



Street Ownership



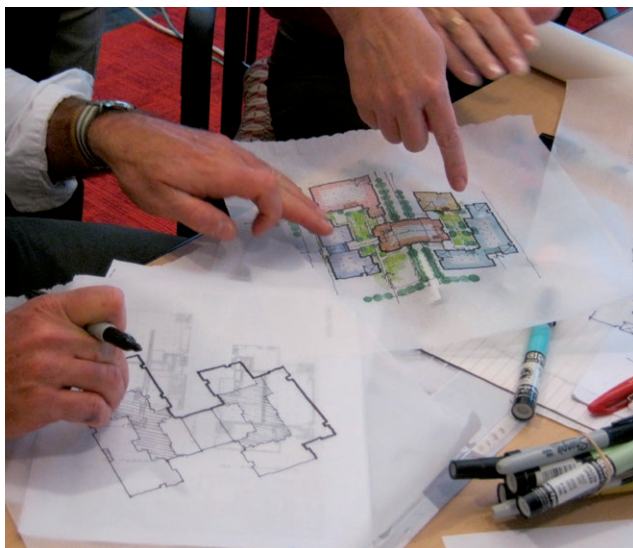
Pedestrian Infrastructure

2 Scenario Planning: Envisioning Potential Futures

The goal of the scenario planning process is to explore and evaluate different potential futures for the campus that respond to priority needs. First, we develop a Concept Plan to establish a consensus-driven shared vision for the spatial development of the University that illustrates, at a broad level, the structure, layout, and relationships of open spaces, circulation systems, buildings, gateways, and focal points. We often describe this as the sketch that generates more detailed paintings. It will be grounded in a deep commitment to enhancing academic and student experience, preserving campus history, sustaining natural resources, and connecting to neighboring communities.

The planning team will develop multiple scenarios that test Concept Plan ideas in more detail. Throughout scenario testing, the team will engage the campus and greater community. Scenarios address specific areas of campus and incorporate changes to building locations, circulation systems, service points, gateways, treatment of open space and entrances, and landscape composition. It is important to balance renovation, expansion, and new construction to meet identified needs to provide prudent stewardship of assets. Scenarios address both short- and long-term development.

The scenarios will be evaluated through dialogue with the Steering Committee about their impact on various users, feasibility, renewal of campus space, and consistency with the planning principles. Scenario planning workshops include a mix of walking tours, group discussion of planning scenarios, and working sessions to refine and generate new proposals. Ayers Saint Gross will refine these scenarios during a multi-day workshop. The refined scenarios often create hybrid proposals that combine the most desirable aspects of two or more different scenarios based on input received. The following day, conversations will continue around the refined scenarios. We also may share the refined ideas with leadership groups or other key stakeholders to get their input.



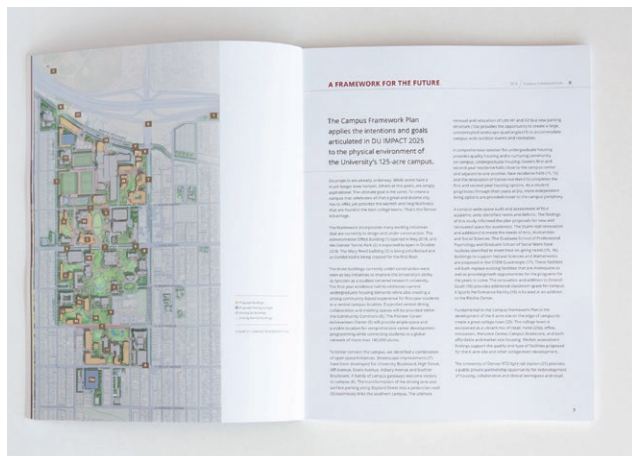
3 Synthesis: Developing a Roadmap

During the Synthesis phase, we combine preferred alternatives from the scenario planning exercise into a single Draft Plan. The Draft Plan includes an illustrative plan depicting the proposed developments, buildings, and grounds, supported by diagrams and three-dimensional renderings to clearly articulate the vision. We compile and summarize findings and recommendations to deliver a holistic set of recommendations as well as strategies. The plan and its overlays will address campus-wide synergies, opportunities to enhance the academic mission, strategies for a holistic, inclusive student life experience, landscape and open space and enhancements, sustainability, and community connections. We will also develop a phasing and implementation plan.

The synthesis process incorporates significant engagement with the campus community. It is essential to share the proposals before they are fully finalized to allow for meaningful input and refinements based on feedback. Engagement in this phase takes many forms to ensure that we reach as many people as possible. Methodologies include webinar and/or in-person presentations, open house poster sessions, and online comment portals.

The synthesis process also incorporates technical review of the Draft Plan by the consultant team's engineering partners and the University's technical staff to ensure all potential issues are addressed prior to the final plan. We also work with these groups to develop an implementation and sequencing plan. The phasing approach identifies discrete projects and determines which can be executed independently and which require enabling projects. We also prioritize projects by evaluating the impact of each project on various metrics. The phasing approach brings together University priorities with physical feasibility considerations.

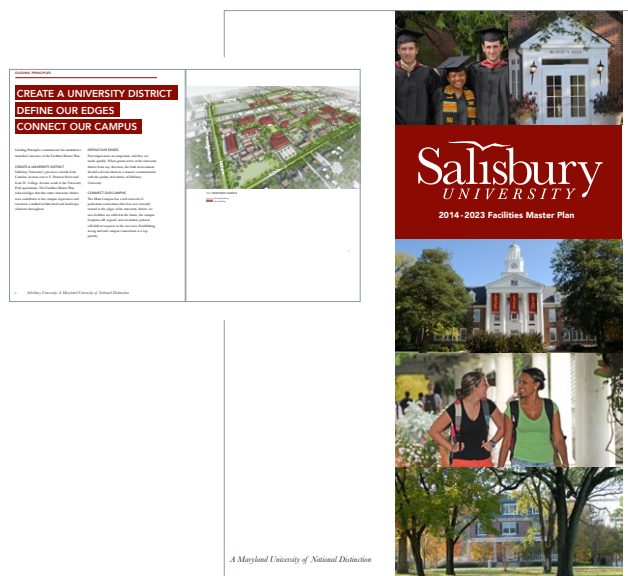
The final aspect of the synthesis phase is documentation. The goal is to distill many months of work into a clear, concise, and usable report to support implementation, guide future decision-making, and generate excitement for change that supports fundraising efforts. Final documentation includes diagrams and charts outlining the major components of the plan and can take the form of a report, executive summary, and/or web-based deliverable.



University of Denver Campus Master Plan final report



[Click here to watch a video summary of our work on the University of Illinois at Chicago's Master Plan Update.](#)



"The plan and summary are both excellent as well. Very thorough—hitting all the key points—and I think the graphics are exemplary...I liked the emphasis on community involvement. The full page master plan illustration is a great reference too. Good work all around!"

Eric Berkheimer, Associate VP of Facilities and Capital Management, Salisbury University

Ability to Provide Services within the Planning Time Frame

CLEAR PROJECT ORGANIZATION

Ayers Saint Gross is respected nationally for success in building stakeholder consensus. We maintain a high level of client participation through all planning activities. Likewise, we ensure regular participation of all of our consultants. We track every decision throughout our detailed project schedule and meeting minutes. Our ability to manage the schedule is built on best project management practices and strong relationships between our clients and our experienced staff and consultants. Our team is organized around individuals and consultants who take complete responsibility for the project and who will collaborate with the Marshall University on a consistent, regular, and responsive basis.

Project Phase / Timeline	Oct 2022						Nov 2022			
	9/26	10/3	10/10	10/17	10/24	10/31	11/7	11/14	11/21	11/28
Phase 1: ANALYSIS	12 Weeks									
Project Initiation & Existing Conditions										
Project Kick-off & Campus Tours				1						
Interviews & Listening Sessions (Virtual)								2		
Analysis Summary, Drivers, & Principles (Virtual)										
Phase 2: SCENARIO PLANNING										
Concept Plan & Refined Scenarios										
Concept Plan & Initial Scenarios										
Refined Scenarios (Virtual)										
Phase 3: SYNTHESIS										
Final Plan & Phasing										
Draft Plan & Phasing / Implementation										
Final Plan (Virtual)										
Documentation & Master Plan Rollout										

SCHEDULE

At the outset of the project, we will develop a detailed work plan and schedule, including major milestones, collaborative workshops, presentations, consultant coordination meetings, and key milestone decision points. We will maintain a high level of client interaction and participation through all phases of the project. Our approach is comprehensive and will be tailored to the Marshall University's specific project requirements. Our schedules are developed with interim benchmarks through which progress is measured. We expect the schedule to be dynamic in response to project and team needs; however, as we re-calibrate the plan, the overall project schedule is always achieved and we engage the client in the conversation to ensure our priorities align.

Dec 2022				Jan 2022				Feb 2022				Mar 2022				Apr 2022				May 2023				Jun 2023											
12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5	6/12	6/19	6/26						
3																																			
				10 Weeks																															
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KEY

- 1 WORKSHOP (BOLD INDICATES IN-PERSON)
- ★ FINAL DELIVERABLE

DEMONSTRATED EXPERIENCE



Campus Master Plan

Winthrop University, Rock Hill, SC

PROJECT DESCRIPTION

Winthrop University is a historic institution that holds deep importance for the city of Rock Hill and the state of South Carolina. As its people and programs have shifted over time, the University engaged Ayers Saint Gross to develop a Campus Plan that incorporates landscape enhancements, building renovations, and new facilities in alignment with the 2016 Strategic Plan.

The development of the Campus Plan occurred during the 2021-2022 academic year through a three-phase process: analysis, exploration, and synthesis. The process included online surveys, in-person campus poster sessions, and one-on-one interviews with the students, staff, and community, who shared their views and ideas about Winthrop's campus. Several recurring themes emerged:

- Prioritize Renovation and Repurposing with Strategic New Construction
- Make Campus Connections
- Enhance Quality and Safety of the Pedestrian Network
- Improve and Activate Outdoor Space

To support decision-making and the development of physical solutions and strategies, Ayers Saint Gross performed a space needs assessment that quantified the amount of space Winthrop currently uses, and then calculated the ideal quantities of space needed to support institutional goals and initiatives for short-term and long-range planning. The metrics used in this assessment were customized for Winthrop based on its distinctive characteristics such as mission, programs, location, and culture.

Ayers Saint Gross's planning team's experience in space analytics and instructional space design, industry best practices, and peer institution benchmarking informed the metrics selected. Metrics were revisited and refined throughout the campus plan development. This iterative process was guided by a committee of Winthrop professionals with experience and knowledge of campus space use and needs. The group, representing Facilities Management, the Provost's Office, the Registrar's office, Athletics, and Event Management, reviewed assessment findings. They also provided feedback several times throughout the development of the space assessment. This process helped the planning team resolve data questions, test assumptions, and interpret findings.

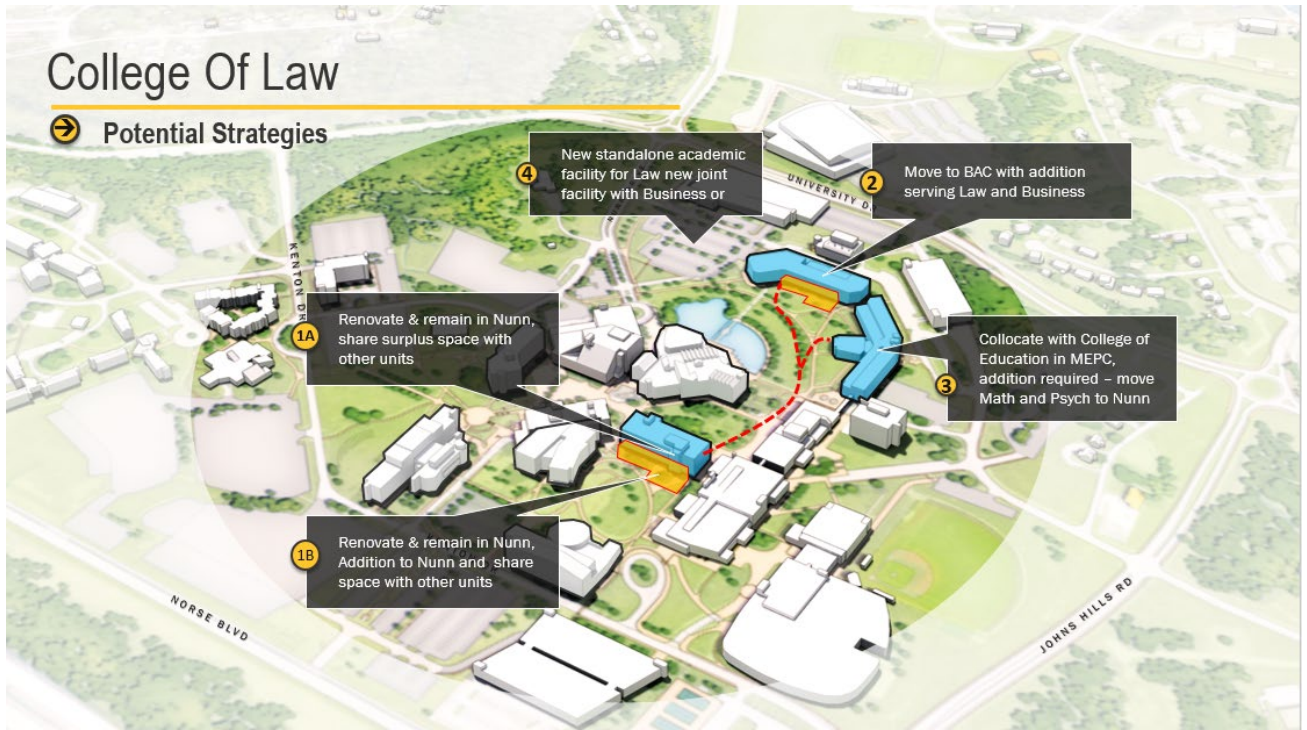
The Campus Plan illustrates a series of renovation, landscape enhancement, and new construction projects that will support the University's strategic goals. The Campus Plan establishes organizing concepts for Winthrop's physical environment. It focuses on how each individual project relates to the existing campus and other potential projects to create a cohesive whole.

PROJECT DATA

Completion: Ongoing
Size: 100 acres



One goal of an early concept plan is to densify the campus core.



College of Law scenario planning

Campus Master Plan

Northern Kentucky University, Highland Heights, KY

PROJECT DESCRIPTION

Northern Kentucky University (NKU) is a regional commuter university with a diverse and non-traditional student body. The University recently completed a new strategic framework around the core value of student success. Northern Kentucky University has a strong history of master planning, and this master plan is designed around a plan for NKU's steady enrollment, rather than enrollment growth. The plan is to be bold and visionary, while supporting the university's mission and vision for the future.

After rigorous engagement sessions with students, faculty, and the community that included focus groups, meetings, student surveys, and online engagement, the planning team rolled out four planning principles. These principles are based on discoveries from the engagement sessions and provide criterion upon which all future master plans and large projects can be evaluated objectively and consistently.

- Support a more engaged university serving the Northern Kentucky region;
- Create a place of academic excellence and innovation to support a diversity of learners;
- Design a welcoming and desirable NKU experience; and,
- Leverage campus assets to create value.

Ayers Saint Gross and CMTA worked with NKU to determine the programmatic and pedagogical space suitability and reviewed existing facility conditions to inform reinvestment and renewal strategies. In addition, the team conducted a campus-wide space needs assessment to quantitatively measure the type of space needed by each college unit and major administrative and student life unit to support current conditions and future goals and aspirations. The space needs assessment assisted in communicating a clear story about the NKU's opportunities and challenges with their physical facilities in support of a dynamic and agile campus planning strategy.

PROJECT DATA

Completion: 2020

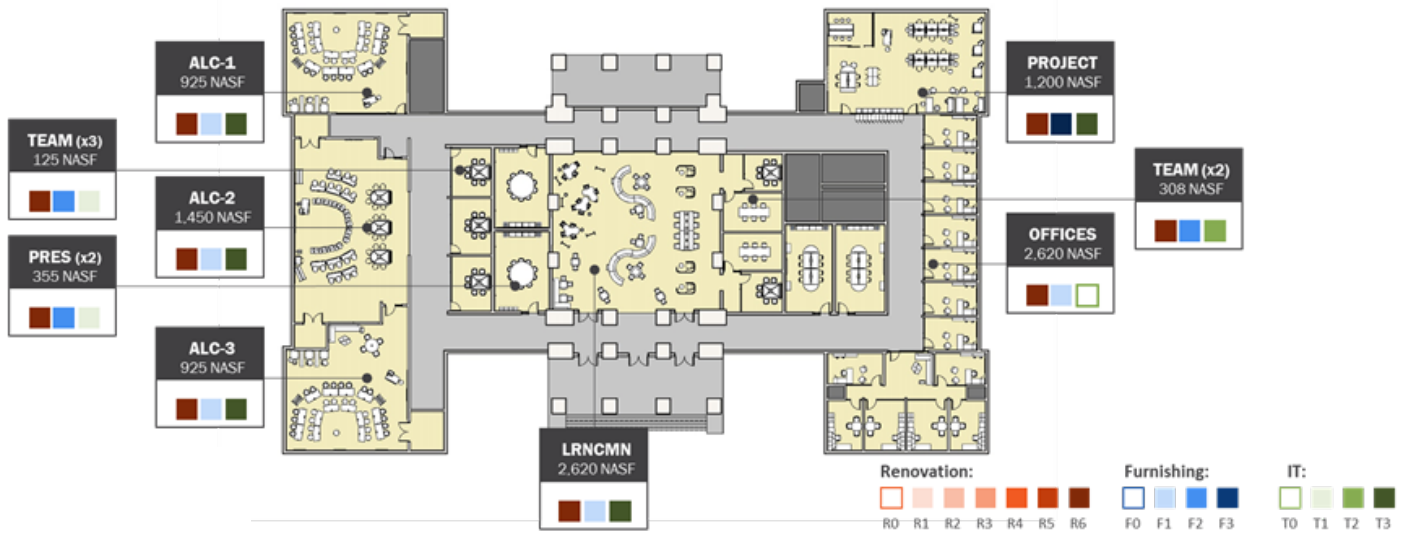
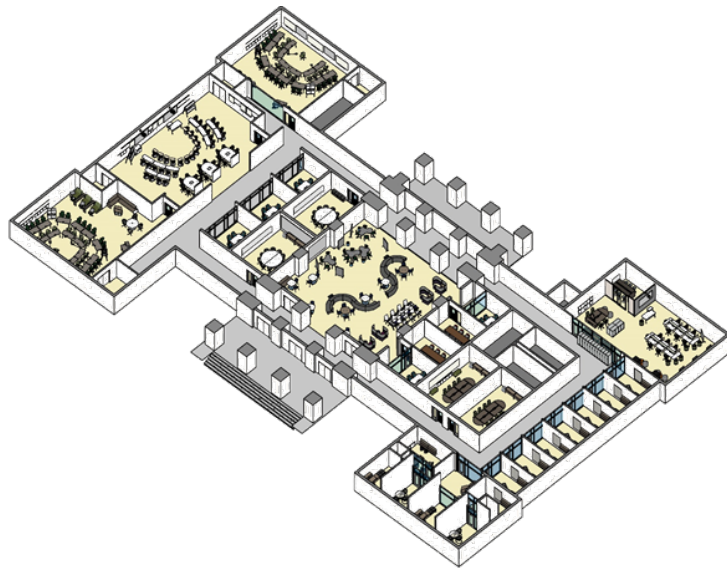
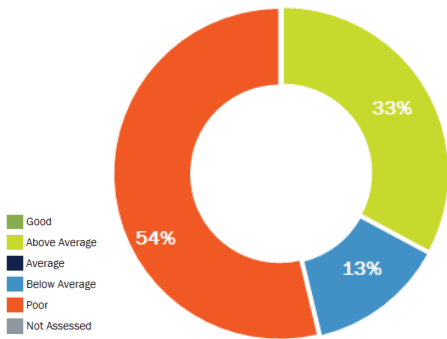
Size: 425 acres



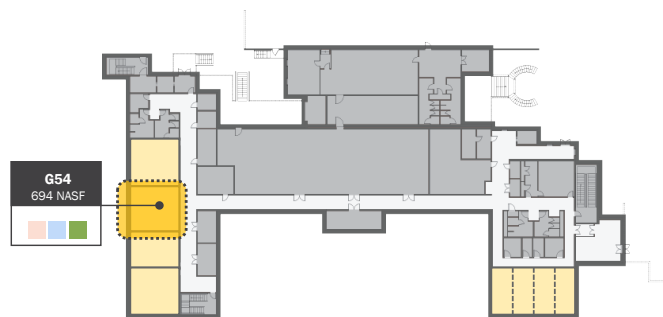
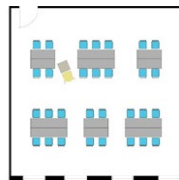
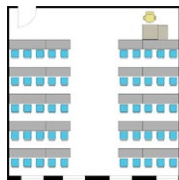
Engagement sessions across campus identified priorities within the campus community

Class Labs

SPACE ADEQUACY



Small Active Learning Classroom | Ruffner G54



Academic Space Improvement Plan

Longwood University, Farmville, VA

PROJECT DESCRIPTION

To support the launch of new academic initiatives, particularly a new core curriculum, Longwood University engaged Ayers Saint Gross to develop a common vision and plan for academic spaces across campus. The Academic Space Improvement Plan provides a framework to implement aspects of the University's master plan, as well as a plan to address specific issues such as instructional classroom design and additional informal study space.

Ayers Saint Gross completed an adequacy assessment of all academic buildings to serve as an overlay to the University's facilities condition information. Engagement sessions with faculty, staff, and students provided a transparent process in which all input was welcomed. These sessions were highly interactive, inventive, and designed to spark new thinking about the potential of the spaces on campus.

An analysis of instructional space utilization and existing distributions of space served as the foundation by which a needs assessment was completed. The outcomes identified areas of need and tested physical solutions. Concept plans included migration, reallocation, and capital reinvestment. Preferred scenarios were refined with associated cost estimates. In addition, Ayers Saint Gross updated the University's room-by-room inventory, trained staff on application of nationally accepted room use codes, and developed processes by which the data is maintained.

PROJECT DATA

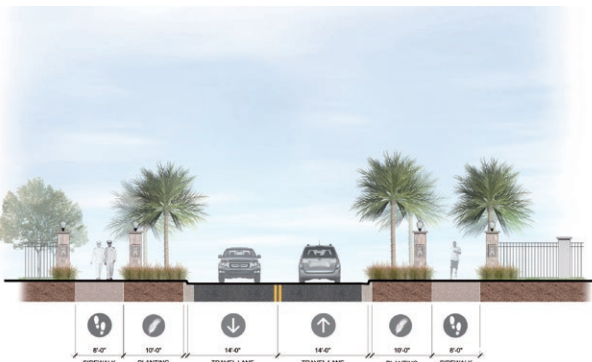
Completion: 2019
NASF: 847,000

IMPLEMENTATION PLAN





Master Plan Conceptual Renderings



Streetscape cross-section



The Stakeholder Group toured campus together at the start of the process.

Campus Master Plan

The Citadel, Charleston, SC

PROJECT DESCRIPTION

Ayers Saint Gross collaborated with the Citadel community to develop a comprehensive master plan for its campus that became a flexible roadmap to guide future investments. College leadership desired a plan to support its distinct mission, vision, strategic plan, and culture as a military institution. Priorities for the plan included celebrating sacred spaces on campus that connect to the Citadel's history and tradition, designing buildings and landscapes that reflect its unique character, embracing all members of the College community and its guests, minimizing risk to the Citadel and its assets, and making connections on campus and with neighboring communities.

The process engaged the College community extensively, meeting with hundreds of cadets, Graduate College students, faculty, staff, Citadel alumni, neighbors, and city officials aimed at gathering community input and ensuring support of the plan's implementation.

Improving the college's existing educational spaces was an important focus of the plan. The process included a space needs assessment to determine the amounts and types of space needed to meet current and future goals, including a comprehensive instructional space utilization analysis of classrooms and class labs. The plan also investigated strategies to replace an existing barracks in poor condition, improve campus circulation, and accommodate athletic facilities in close proximity to other cadet life functions.

The project was completed in association with Quackenbush Architects.

PROJECT DATA

Completion: 2020

Size: 300 acres



Master Plan



Long-term plan view

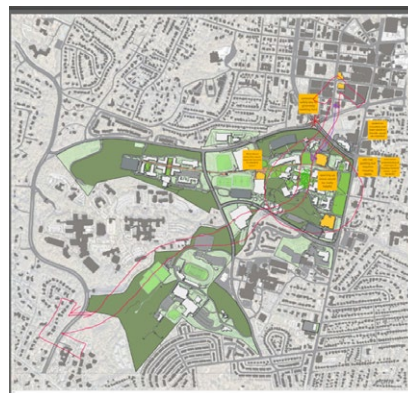


ENGAGEMENT SUSTAINS IMPLEMENTATION

Despite being completed during the COVID-19 pandemic, the campus master plan process boasted robust engagement through virtual engagement sessions with faculty, students, staff, and off campus constituents throughout the Towson community including business owners, county government officials, and legislators. To supplement virtual sessions, the design team planned socially distanced, outdoor listening and poster sessions on campus to further engage students and the campus community. The result was a comprehensive plan with exceptional levels of campus and community buy-in.

In what ways might Towson University support this SDG?

SDG 11: Sustainable Cities and Communities	SDG 12: Responsible Consumption and Production	SDG 13: Climate Action	SDG 15: Life on Land
<ul style="list-style-type: none"> Stop parking vehicles in the center of campus during listening opportunities Implement new Towson City and Baltimore approved transportation ways Good food plan Reduce or increase building green spaces and green roofs, and use for gathering events Site and mass transit Expand Composting (Work to increase collecting ton of campus compost) Support circular 	<ul style="list-style-type: none"> Engage in green infrastructure for listening to the Community Voice during listening opportunities Reduce water, energy and other utility use in the building Reduce or eliminate single-use plastics and other waste Use green building materials to reduce the carbon footprint Use green building materials to reduce the carbon footprint Use green building materials to reduce the carbon footprint Use green building materials to reduce the carbon footprint Use green building materials to reduce the carbon footprint 	<ul style="list-style-type: none"> Ensure small construction/renovation projects are CO2 neutral Ensure small construction/renovation projects are CO2 neutral Ensure small construction/renovation projects are CO2 neutral Ensure small construction/renovation projects are CO2 neutral Ensure small construction/renovation projects are CO2 neutral Ensure small construction/renovation projects are CO2 neutral Ensure small construction/renovation projects are CO2 neutral Ensure small construction/renovation projects are CO2 neutral 	<ul style="list-style-type: none"> Protect green spaces to serve as a "blue-green" backbone Ensure existing green spaces are protected More solar Protect Tree Inventory Support Local Farms Reduce office space housing options for students



Campus Master Plan

Towson University, Towson, MD

PROJECT DESCRIPTION

After completing their new strategic plan, *Leadership for the Public Good*, Towson University engaged Ayers Saint Gross to develop a campus master plan that establishes a long-term vision for the campus in support of its mission and in alignment with its strategic plan. The master plan translates the six guiding principles laid out in the strategic plan—educate, innovate, engage, include, support, sustain—to the built environment through the following conceptual framework goals:

- Renew and Activate Campus Districts
- Support Growth to R2: Doctoral Universities – High Research Activity
- Create a North South Campus Pedestrian Greenway
- Be an Outward-Oriented Campus

The final plan defines a series of campus improvements that directly tie strategic plan goals to this conceptual framework to guide decision making and capital investment. The resulting vision for Towson University addresses both University System of Maryland requirements and community needs. It sets forth a long-term framework for sustainable development of academic, research, and student life buildings, as well as landscapes and infrastructure to connect and support these buildings.

PROJECT DATA

Completed: 2022
Size: 329 acres



Proposed new academic building for the College of Business and Economics from northeast



Northern Kentucky University



Towson University

References

Ayers Saint Gross has maintained positive and active relationships with our higher education clients. Please find below five references who can speak to our expertise and overall professionalism as a firm.

WINTHROP UNIVERSITY

Dr. Kimberly Faust, Vice President and Chief of Staff

114 Tillman Hall, Rock Hill, SC 29733
803.323.2225
faustk@winthrop.edu

Campus Master Plan

Winthrop University is a historic institution that holds deep importance for the city of Rock Hill and the state of South Carolina. As its people and programs have shifted over time, the University engaged Ayers Saint Gross to develop a Campus Plan that incorporates landscape enhancements, building renovations, and new facilities in alignment with the 2016 Strategic Plan.

NORTHERN KENTUCKY UNIVERSITY

Mary Paula Schuh, Director of Campus and Space Planning

Lucas Administrative Center 726, Nunn Drive,
Highland Heights, KY 41099
859.572.5122
schuh@nku.edu

Campus Master Plan

The Campus Master Plan is a unique endeavor for the University because it is designed around a plan for NKU's steady enrollment rather than enrollment growth. Ayers Saint Gross and CMTA worked with NKU to determine the programmatic and pedagogical space suitability and reviewed existing facility conditions to inform reinvestment and renewal strategies. Rigorous engagement sessions with students, faculty, and the community included focus groups, meetings, student surveys, and online engagement.

LONGWOOD UNIVERSITY

Lori Blackwood, Director, Space Planning and Real Estate Services

201 High Street, Farmville, VA 23909
434.395.2882
blackwoodla@longwood.edu

Academic Space Improvement Plan

To support the launch of new academic initiatives, particularly a new core curriculum, Longwood University engaged Ayers Saint Gross to develop a common vision and plan for academic spaces across campus. The Academic Space Improvement Plan provides a framework to implement aspects of the University's master plan, as well as a plan to address specific issues such as instructional classroom design and additional informal study space.

THE CITADEL

Jeff Lamberson, Vice President of Facilities and Engineering

171 Moultrie Street, Charleston, SC 29409
843.953.5304
jlamber6@citadel.edu

Campus Master Plan

Ayers Saint Gross collaborated with the Citadel community to develop a comprehensive master plan for its campus that became a flexible roadmap to guide future investments. The process engaged the College community extensively, meeting with hundreds of cadets, Graduate College students, faculty, staff, Citadel alumni, neighbors, and city officials aimed at gathering community input and ensuring support of the plan's implementation.

TOWSON UNIVERSITY

Terence McCann, Director of Planning, Energy and Sustainability

8000 York Road, Towson, MD 21252
410.704.4720
tmccann@towson.edu

Campus Master Plan

Towson University engaged Ayers Saint Gross to develop a campus master plan that establishes a long-term vision for the campus in support of its mission and in alignment with its strategic plan. The final plan defines a series of campus improvements that directly tie strategic plan goals to this conceptual framework to guide decision making and capital investment.

REQUIRED FORMS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MU23MASTERPLN
(If Applicable) Marshall University Facilities Master Plan

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor’s representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Ayers Saint Gross, Inc.

Company


 Authorized Signature

August 12, 2022

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised: 7/15/21

Marshall University General Terms and Conditions

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Ayers Saint Gross, Inc.

Authorized Signature:  Date: August 12, 2022

State of Maryland

County of Baltimore County, to-wit:

Taken, subscribed, and sworn to before me this 12 day of August, 2022.

My Commission expires 3 February, 2026.

AFFIX SEAL HERE



NOTARY PUBLIC Susan Brook Hoeing

Purchasing Affidavit (Revised 01/19/2018)

EXCEPTIONS AND CLARIFICATIONS

Exceptions and Clarifications

Ayers Saint Gross has reviewed the proposed Agreement Between Owner and Project Architect and our response and proposal is based on the following exceptions to this Agreement:

1. SECTION 8 INSURANCE

- a. Professional Malpractice – This is listed as “per occurrence” which is inconsistent with our policy of “per claim” in order to be insurable. The limits are fine.

2. SECTION 10 LIQUIDATED DAMAGES

Liquidated damages are not insurable and therefore we request they be withdrawn entirely.

3. SECTION 24 DISPUTES

We propose AIA-accepted language as follows:

"The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings."

Thus **removing** the following language, “ Any language binding the University to any arbitration or to the decision of any arbitration board, commission, panel, or other entity is deleted; as is any requirement to waive a jury trial.”

4. SECTION 25 TIME

We propose AIA-accepted language as follows:

"Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence."

Thus **removing** the following language, “Time is of the essence with regard to all matters of time and performance in the Contract.”

5. SECTION 35 WARRANTY

We propose AIA-accepted language as follows:

"The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services."

Thus **removing** the following language, “The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.”

6. SECTION 41 THIRD PARTY SOFTWARE

We propose AIA-accepted language as follows:

"The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement."

Thus **removing** the following language, The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

7. SECTION 45 INDEMNIFICATION

We propose AIA-accepted language as follows:

Same as #6

Thus **removing** the following language, "The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage, and hour laws."

8. SECTION 53 INTELLECTUAL PROPERTY

We propose AIA-accepted language as follows:

"Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest original Drawings, Specifications and the latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities. The Architect shall be deemed the author of such electronic data, documents and design, and shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents. The Owner shall not use or authorize any other person to use the Drawings, Specifications, electronic data and other Instruments of Service on other projects, for additions to this Project or completion of this Project by others so long as the Architect is not adjudged to be in default under this Agreement. Reuse without the Architect's professional involvement will be at the Owner's sole risk and without liability to the Architect. The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other Instruments of Service. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness for a particular purpose."

Thus **removing** the following language, "The University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such intellectual property terms to apply to subcontractors."



BALTIMORE, MD

1040 Hull Street
Suite 100
Baltimore, MD 21230


WASHINGTON, DC

1100 First Street NE
Suite 800
Washington, DC 20002

TEMPE, AZ

60 E Rio Salado Parkway
Suite 701
Tempe, AZ 85281

www.ayerssaintgross.com

Request for Bids	 <p style="text-align: center;">Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p> <p style="text-align: center;">Direct all inquiries regarding this order to: (304) 696-2599</p>	Bid# MU23MASTERPLN
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Vendor:	For information call: Purchasing Contact: Angela Negley Phone: (304) 696-2599 Email: negley4@marshall.edu & Purchasing@marshall.edu
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Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 7/21/22	MANDATORY PRE-BID MEETING: N/A N/A	DEPARTMENT REQUISITION NO. MU23MASTERPLN	BIDS OPEN: 8/17/22 at 3:00 p.m., LPT Broadcast virtually at: https://tinyurl.com/MU23MASTERPLN-Bid-Opening	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
<p>ADDENDUM No. 01</p> <p>Project Name: MU23MASTERPLN Marshall University - Facilities Master Plan</p> <p>The purpose of this addendum is to provide answers to vendor's technical questions.</p>				

Total

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days
 FOB _____ After receipt of order at address shown
 Terms _____

Bidder's name Vendor _____
 Signed By _____
 Typed Name _____
 Title _____
 Email _____
 Street Address _____
 City/State/Zip _____
 Date _____ Phone _____
 Fein _____

SOLICITATION NUMBER: MU23MASTERPLN

Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To provide answers to vendor's technical questions.

NO OTHER CHANGES.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Attachment A

Addendum No. 01

MU23MASTERPLN
Marshall University Facilities Mater Plan

Technical Questions and Answers

Q1. Can you tell me if there is a budget amount for the Master Plan for Marshall University Bid# MU23MASTERPLAN?

A1. There is no project budget amount; we will determine based on received proposals.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: MU23MASTERPLN

(If Applicable) Marshall University Facilities Master Plan

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.


Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised: 7/15/21

Request for Expression of Interest	 <p style="text-align: center;"> Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2599 </p>	Bid# MU23MASTERPLN
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Vendor:	For information call: Purchasing Contact: Angela Negley Phone: (304) 696-2599 Email: negley4@marshall.edu & Purchasing@marshall.edu
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Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 7/13/22	MANDATORY PRE-BID MEETING: N/A N/A	DEPARTMENT REQUISITION NO. MU23MASTERPLN	BIDS OPEN: 8/17/22 at 3:00 p.m., LPT Broadcast virtually at: https://tinyurl.com/MU23MASTERPLN-Bid-Opening	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
<p><u>Request for Expression of Interest</u></p> <p>Marshall University, on behalf of the Board of Governors, invites sealed proposals to provide master planning services for:</p> <p>Project Name: MU23MASTERPLN – Marshall University Facilities Master Plan</p> <p>Technical questions are due by July 20, 2022, at 9:00 a.m., LPT, and must be submitted to Angela White Negley via email at negley4@marshall.edu.</p> <p>Interested firms should contact Angela Negley by phone at 304-696-2599, or via email at negley4@marshall.edu to obtain a copy of the requirements of the request for Expressions of Interest. The requirements can also be accessed online at: http://www.marshall.edu/purchasing/resources/bids-and-proposals/.</p>				

Total

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days
 FOB _____ After receipt of order at address shown
 Terms _____

Bidder's name Vendor _____
 Signed By _____
 Typed Name _____
 Title _____
 Email _____
 Street Address _____
 City/State/Zip _____
 Date _____ Phone _____
 Fein _____

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- 2. Section Two: Instructions to Vendors Submitting EOIs**
- 3. Section Three: Project Specifications**
- 4. Section Four: Vendor Proposal, Evaluation, and Award**
- 5. Section Five: Terms and Conditions**
- 6. Certification and Signature Page**

SECTION ONE: GENERAL INFORMATION

- 1. PURPOSE:** The Marshall University Purchasing Office ("Office of Purchasing") is soliciting Expression(s) of Interest ("EOI") from qualified firms to provide campus master planning services ("Vendors" or "Professionals") as defined herein.
- 2. PROJECT:** Marshall University solicits EOI from qualified firms to provide services for a Campus Master Plan for all University-affiliated sites and locations, encompassing Academics to include Health Sciences and Professional Schools, Athletics, Housing and Residence Life, Research, and Student Life. The University seeks Professionals to submit proposals to create a Campus Master Plan for Marshall University, as described in this EOI. There is no specified budget for this Campus Master Planning project. A budget will be determined during contract scope and negotiations that incorporate the necessary tasks. The University expects services to be completed by June 2023.

3. SCHEDULE OF EVENTS:

Release of the EOI.....	July 13, 2022
Firm’s Written Questions Submission Deadline.	July 20, 2022, at 9:00 a.m., LPT
Addendum Issued	TBD
Expression of Interest Opening Date.....	August 17, 2022, at 3:00 p.m., LPT
Estimated Date for Interviews.....	Week of September 5 th , 2022

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING EXPRESSIONS OF INTEREST

Instructions begin on the next page.

Marshall University

INSTRUCTIONS TO VENDORS

1. REVIEW DOCUMENTS THOROUGHLY: Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked, could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

A **MANDATORY** pre-bid meeting will be held at the following place and time:

All Vendors submitting a written bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre-bid meeting may represent more than one (1) Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document attendance verification. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. **Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.**

Marshall University

INSTRUCTIONS TO VENDORS

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid meeting.

If possible, questions submitted at least five (5) business days prior to a scheduled pre-bid meeting will be discussed at the pre-bid meeting. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Marshall University Office of Purchasing as directed below. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submissions should include solicitation number in the subject line.

Question Submission Deadline (date and time): July 20, 2022. at 9:00 a.m., LPT

Submit Questions to: Angela White Negley

Old Main 125

One John Marshall Drive

Huntington, WV 25755

Fax: (304) 696-3333 (Vendors should not use this fax number for bid submission)

Email: negley4@marshall.edu

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Marshall University Office of Purchasing is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through Bonfire™ or signed and delivered by the Vendor to the Marshall University Office of Purchasing at the address listed above on or before the date and time of the bid opening. Any bid received by the Office of Purchasing staff is in the possession of the Office of Purchasing and will not be returned for any reason. The Office of Purchasing will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via Bonfire™, hand delivery, or delivery by courier.

Marshall University

INSTRUCTIONS TO VENDORS

A bid that is not submitted electronically through Bonfire™ should contain the information listed below on the face of the envelope or the bid may be rejected by the University.

SEALED BID: MU23MASTERPLN

CONTACT: Angela White Negley

SOLICITATION NAME: Expression of Interest for Marshall University Facilities Master Plan

SOLICITATION CLOSING DATE: August 17, 2022

SOLICITATION CLOSING TIME: 3:00 p.m., LPT

- 7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by Bonfire™ (in the case of electronic submission), when the bid is delivered via mail or courier and time stamped by the official Marshall University Office of Purchasing's time clock or when the bid is delivered and is time stamped by the official Marshall University Office of Purchasing's time clock.

Bid Opening Date and Time: August 17, 2022, at 3:00 p.m., LPT

Bid Opening Location: Marshall University Office of Purchasing
Old Main 125
One John Marshall Drive
Huntington, WV 25755

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the University. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its written bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

Marshall University

INSTRUCTIONS TO VENDORS

- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or Vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the University at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, communication with Marshall University or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Marshall University Office of Purchasing, is strictly prohibited without prior Office of Purchasing approval for such communication.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the registration fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>. Please Note: Vendor Preference is not applicable to construction projects.
- 15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

Marshall University**INSTRUCTIONS TO VENDORS**

- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in Bonfire™ can be accessed and viewed by the University staff immediately upon bid opening. The University will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A Vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the University to print or electronically save documents provided that those documents are viewable by the University prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any Vendor as Non-Responsible in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determines that the Vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.
- 20. NON-RESPONSIVE:** The Chief Procurement Officer reserves the right to reject the bid of any Vendor as Non-Responsive in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determines that the Vendor submitting the bid does not conform to the mandatory or essential requirements contained in the solicitation.
- 21. ACCEPTANCE/REJECTION:** The University may accept or reject any bid in whole, or in part in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.

Marshall University

INSTRUCTIONS TO VENDORS

- 22. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, §5-22-1 et seq., §5G-1-1 et seq., and the West Virginia Freedom of Information Act in W. Va. Code § 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET (S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The University may disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by W. Va. Code § 47-22-1 et seq. and subject to W. Va. Code 29B-1-4(a) (1). All submissions are subject to public disclosure without notice.

- 23. PURCHASING AFFIDAVIT:** The University is prohibited from awarding a contract to any bidder that owes a debt to the State or political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

- 24. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-4 requires that the vendor submit to the Marshall University Office of Purchasing a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

http://www.state.wv.us/admin/purchase/VRC/Ethics_DisclosureInterestedParties_2018.pdf

- 25. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Chief Procurement Officer reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under Marshall University Board of Governors Policy No. FA-9 Purchasing Policy. This authority does not apply to instances where state law mandates receipt with the bid.

SECTION THREE: PROJECT SPECIFICATIONS

1. Location: Marshall University's main campus is located in Huntington, West Virginia. The University has facilities and campuses spread throughout West Virginia, with sites in Cabell, Kanawha, Mason, and Wayne counties and the communities of Beckley, Bridgeport, Chapmanville, Charleston, Pt. Pleasant, South Charleston, and Teays Valley, WV.

2. Background: Marshall University is classified as a Carnegie Doctoral University: High Research Activity – R2 institution. The University enrolls 11,962 students: 8,776 undergraduate, 2,515 graduate, and 671 first professional.

Marshall University is situated in a region of great natural beauty; Huntington is nestled in the heart of the Appalachian Mountains region, with the Ohio River creating the city's perimeter. The University offers more than 150 undergraduate, graduate, and professional degree programs organized into seven academic colleges and two schools. As the Thundering Herd, the University participates in the NCAA Division I, Sun Belt Conference. Marshall encompasses approximately 245 acres with 4.85 million gross square feet in 70 buildings across multiple locations. The University will provide necessary information on-campus buildings, various feasibility studies, and new projects to the selected Vendor. Current data can be found on the Marshall University Office of Institutional Research and Planning website: <https://www.marshall.edu/irp/institutional-data/>.

3. Qualifications and Experience:

3.1 The Vendor should provide information regarding the following:

- a. Firm's approach to Campus Master Planning, including campus review, meetings with stakeholders, formulation of options, etc.
- b. Examples of at least three successful Campus Master Plans with completion dates and current contact information for these three institutions.
- c. Proposed firm staffing for the Marshall Campus Master Plan with detailed information about the education and experience of each staff member, explicitly noting experience with Campus Master Planning.

4. Project Description

4.1 General Requirements

4.1.1 The Master Plan must consist of tasks necessary to fully develop and provide updates to an existing [Master Plan](#) and be compatible with the intent of MUBOG Policy FA-11, which includes:

§3.1.2 A Campus "Development Plan" shall, as a minimum, address the following considerations: MUBOG FA-11 Capital Project Management:

- a) Relationship of the plan to the University's institutional master plan, mission, and strategic plan.
- b) A statement of major planning assumptions upon which the plan is based;
- c) Identification and delineation of anticipated areas of real property acquisition needed to fulfill the institution's mission;
- d) Identification of major new facilities and potential building sites;
- e) Renovation, addition to or demolition of existing buildings or facilities;
- f) Site improvements including landscaping, parking, vehicular and pedestrian circulation, and access;
- g) Telecommunications or utility and infrastructure improvements; and
- h) General assessment of deferred maintenance and life safety issues, hazardous materials identification and management, occupational health improvements, and ADA requirements.

The Campus Master Plan should include:

- a) Review and assessment of existing campus facilities, noting potential opportunities within the current campus facilities.
- b) Review and assessment of existing academic, athletic, student housing, and all related campus activities allocation and usage of campus
- c) Review and understanding of current strategic and academic, athletic, student housing, and all related campus activities long-range plans.
- d) Campus Planning which addresses:
 - i. Potential areas of development on campus,
 - ii. Proposed new development to address campus strategic and long-range plans,
 - iii. Proposed renovations/additions to address campus strategic and long-range plans,
 - iv. Any proposed demolitions,
 - v. Proposed circulation on campus – pedestrian, vehicular, bicycle, and other; also parking,
 - vi. Proposed infrastructure improvements recommended for the campus, including utilities, telecommunications/data, security, and other,
 - vii. Sustainability and energy efficiency planning for the campus,
 - viii. Proposed landscaping and development of public spaces,
 - ix. Accessibility planning for the entire campus to comply with ADA.
 - x. Proposed schedule for implementation of Campus Master Plan elements,
 - xi. Proposed cost estimates for Campus Master Plan elements and phases.
- e) A statement of the plan's impact upon the local community and the input afforded to local and regional government entities with respect to its development.

5. Proposal

Refer to 3.1 of this EOI.

5.1 Firm/Team Qualifications

Provide the name, address, phone number, email address, and signature of the firm's contact person responsible for the Campus Master Plan and have full authority to execute a binding contract on behalf of the firm submitting the proposal.

Provide the names, functions, and resumes of individuals within the lead firm's organization who will be assigned to this Campus Master Plan.

The design team is expected to include expertise in the areas previously mentioned. Provide information on the other Campus Master Plan consultants, sub-consultants, and firms proposed to be employed by the lead firm for this Campus Master Plan.

Provide a statement of the firm's ability to handle the Campus Master Plan.

Provide a statement of the firm's acceptance and complete understanding that all work produced as a result of this contract will become the property of the University and can be used or shared by the University as deemed appropriate.

Provide evidence of the firm's ability to formulate designs in conformance with all local, State, and Federal regulations applicable to the Campus Master Plan. These requirements shall include building and life safety code requirements, LEED, and Americans with Disability Act (ADA) requirements.

Describe any litigation or arbitration proceedings, including vendor complaints filed with the State.

5.2 Project Organization

Provide information on the person who will manage persons proposed to be assigned to the Campus Master Plan. Provide locations of the firm's offices and indicate where the Campus Master Plan will be managed, and the work performed. Provide an organizational project chart including key personnel and the proposed organization of the Campus Master Plan team.

Provide a statement or evidence of the firm or team's ability to provide services within the Campus Master Planning time frame and a proposed schedule outlining the critical phases.

5.3 Demonstrated Experience in Completing Campus Master Plans of Similar Size and Scope:

Describe relevant Campus Master Plans to demonstrate the firm's ability to execute projects similar to those described in the Expression of Interest. Provide descriptions of three to five Campus Master Plans performed in the last ten years.

Provide references for the last five clients for whom the firm has conducted Campus Master Plans of a similar size and type, including the name of the contact person, the addresses, telephone numbers, and a short description of the project.

6. Virtual Oral Presentations

The Department has the option of requiring oral presentations of all Professionals participating in the EOI process. If this option is exercised, it will be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Professionals may not alter or add to their submitted proposal but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Required at Oral Presentation:

The Vendor must be prepared to discuss and clarify required items submitted with the EOI as indicated in Section 2.

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$625,000 or more will be evaluated and awarded in accordance with West Virginia Code §5G-1-3. That Code section requires the following:
 - 2.1. **Required Elements of EOI Response:** The Director of the Office of Purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project.
 - 2.2. **Public Advertisement:** All EOI requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.
 - 2.3. **Selection Committee Evaluation & Negotiation:** A committee comprised of three to five representatives of the Department initiating the request shall:
 - 2.3.1. Evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
 - 2.3.2. Conduct interviews with each firm selected and the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.
 - 2.3.3. Rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required and shall commence scope of service and price negotiations with the highest qualified professional firm.

2.3.4. Should the Department be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.

2.3.5. Should the Department be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

2.4. Vendor Ranking: All evaluation criteria is defined in the Procurement Specifications section and based on a 100-point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- Qualifications and relevant experience 40 Points Possible
- Approach and methodology 40 Points Possible
- Oral Interview 20 Points Possible

Total 100 Points

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

MARSHALL UNIVERSITY

GENERAL TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document constitutes acceptance of this contract (the Contract) made by and between Marshall University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominate over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL**

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications, if applicable, included with the Solicitation/Contract.

2.1 "Award Document" means the document that identifies the Vendor as the Contract holder when signed by the Vendor and Marshall University's Office of Purchasing and, when necessary, approved as to form by the Attorney General.

2.2 "Bid" or "Proposal" means the Vendor's verbal bid or written bid provided in response to a solicitation by the University.

2.3 "Board" means the Governing Board of Marshall University.

2.4 "Buyer" means an individual designated by a Chief Procurement Officer to perform designated purchasing and acquisition functions as authorized by the Chief Procurement Officer.

2.5 "Chief Procurement Officer" means the individual designated by the President of Marshall University to manage, oversee and direct the purchasing and acquisition of supplies, equipment, services, and printing for the University.

2.6 "Contract" means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Solicitation.

2.7 "Governing Board" means the Marshall University Board of Governors as provided for in the West Virginia state code.

2.8 "Higher Education Institution" means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Education Facilities Act of 1963, as amended.

2.9 "Office of Purchasing" means the section within Marshall University headed by the Chief Procurement Officer and its personnel.

2.10 “Purchasing Card” or “P-Card” means The State of West Virginia’s Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.

2.11 “Responsible Bidder” and “Responsible Vendor” mean a person and/or vendor who have the capability in all respects to perform contract requirements, and the integrity and reliability which will assure good faith performance.

2.12 “Responsive Bidder” and “Responsive Vendor” mean a person and/or a vendor who has submitted a bid which conforms in all material respects to the invitation to bid.

2.13 “Solicitation” means the notice of an opportunity to supply the University with goods and services.

2.14 “State” means the State of West Virginia and/or any of its agencies, commissions, boards, departments or divisions as context requires.

2.15 “University” means Marshall University or Marshall.

2.16 “Vendor” or “Vendors” means any entity providing either a verbal or written bid in response to the solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

2.17 “Will”, “Shall” and “Must” identifies a mandatory item or requirement that concludes the duty, obligation or requirement imposed is mandatory, as opposed to being directory or permissive.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below:

Term Contract

Initial Contract Term: The Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: The Contract may be renewed upon the mutual written consent of the University and the Vendor. Any request for renewal should be submitted to the University thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of the Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of the Contract is prohibited.

Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may

be renewed or continued only upon mutual written agreement of the Parties.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Fixed Period Contract: The Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed ^^ _____.

Fixed Period Contract with Renewals: The Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract must be completed within _____ days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed months in total.

One-Time Purchase: The term of the Contract shall run from the issuance of the Award Document until all the goods contracted for have been delivered, but in no event, will the Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of the Contract immediately upon receiving notice to proceed unless otherwise instructed by the University. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below.

Open End Contract: Quantities stated in the solicitation are approximations only, based on estimates supplied by the University. It is understood and agreed that the Contract shall cover the quantities ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: The Contract is for the purchase of a set quantity of goods that are identified in

the specifications included herewith. Once those items have been delivered, no additional goods may be procured under the Contract without an appropriate change order approved by the Vendor, University, and/or when necessary, the Attorney General's office.

6. EMERGENCY PURCHASES: The Chief Procurement Officer may suspend the use of a university wide mandatory contract (the University's Office of Purchasing has created standard specifications that are establish University wide contracts for commonly used commodities and services that are needed on a repetitive basis), or the competitive bidding process to allow a Department to purchase goods or services in the open market if for immediate or expedited delivery in an emergency.

Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work, provided that a required University emergency purchase with another vendor does not cause a breach of contract.

7. REQUIRED DOCUMENTS: All the items checked below must be provided to the University by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22- 1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.

MAINTENANCE BOND: The successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and received by the Marshall University Office of Purchasing Office prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the University.

INSERT ADDITIONAL CONDITIONS BELOW:

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract award regardless whether that requirement is listed above.

8. INSURANCE: The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of the contract. The Vendor shall also furnish proof of any additional insurance requirements prior to the Contract award regardless of whether that insurance requirement is listed in this section.

Any provisions requiring the University to maintain any type of insurance for either of its or the Vendors benefit is deleted.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 _____ per occurrence and an aggregate of \$3,000,000.00 _____.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 _____ per occurrence and an aggregate of \$3,000,000.00 _____.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 _____ per claim and an aggregate of \$3,000,000.00 _____.

Commercial Crime and Third-Party Fidelity Insurance in an amount of: per occurrence and an aggregate of _____.

Cyber Liability Insurance in an amount of: _____ per occurrence and an aggregate of _____ . Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in performance of the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
 _____ per occurrence and an aggregate of _____ .

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. ACCEPTANCE: Vendor's signature on the certification and signature page, constitutes an offer to the University that cannot be unilaterally withdrawn, signifies that the product or service proposed by Vendor meets the mandatory requirements for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions unless otherwise indicated.

11. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

12. PRICING/BEST PRICE GUARANTEE: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation by the University. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the University and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: The Vendor must accept payment by electronic funds transfer or P-Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's P-Card or by electronic funds transfer as payment for all goods and services for the reason(s) stated below:

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or in any American Institute of Architects documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.

16. FEES OR COSTS: Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

17. RISK SHIFTING: Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

18. LIMITING LIABILITY: Any language limiting the Vendor's liability for direct damages is deleted.

19. TAXES: The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.

20. FISCAL YEAR FUNDING: The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Nonappropriation or non-funding shall not be considered an event of default.

21. CANCELLATION/RIGHT TO TERMINATE: The University reserves the right to cancel/terminate the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, the University agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are delete that seek to require the State to (1) compensate Vendor, in whole or in part, for loss profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

In the event that a vendor fails to honor any contractual term or condition, the Chief Procurement Officer may cancel the contract and re-award the contract to the next lowest responsible and responsive bidder in accordance with the Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, section 7.4.1

Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is hereby deleted.

22. RIGHT OF FIRST REFUSAL Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.

23. DISPUTES – The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between themselves, prior to filing in any action.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the University shall be brought in the West Virginia Legislative Claims Commission. Other causes of action must be brought in the West Virginia Court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

24. TIME: Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

25. DELIVERY -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

26. APPLICABLE LAW: The Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, W. Va. Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia

27. COMPLIANCE WITH GOVERNING LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

28. ARBITRATION: Any references made to arbitration contained in the Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.

29. MODIFICATIONS: Notwithstanding anything contained in the Contract to the contrary, no modification of the Contract shall be binding without mutual written consent of the University, and the Vendor.

30. AMENDMENTS - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is

deleted.

31. NO WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.

32. SUBSEQUENT FORMS: The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

33. ASSIGNMENT: Neither the Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government or office that may be required to approve such assignments.

The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

34. WARRANTY: The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services

35. UNIVERSITY EMPLOYEES: University employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

36. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedures, and rules.

Proposals are NOT to be marked as confidential or proprietary Any Provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W.Va. Code §29B-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records

Any provisions regarding confidentiality of or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

37. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the

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resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §18B-5-4 and the Freedom of Information Act in W.Va. Code Chapter 29B.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, CONTAINING A TRADE SECRET(S), OR IS OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document.

38. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local University of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state University or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.

39. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Marshall University, the Vendor agrees to convey, sell, assign, or transfer to the University all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by Marshall University. Such assignment shall be made and become effective at the time the University tenders the initial payment to Vendor.

40. THIRD-PARTY SOFTWARE: If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

41. RIGHT TO REPOSSESSION NOTICE: Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

42. VENDOR CERTIFICATIONS: By signing its bid or entering into the Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University. The individual signing this bid or offer on behalf of Vendor certifies that he

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or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with the all State agencies as required.

43. VENDOR RELATIONSHIP: The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

44. INDEMNIFICATION: The Architect shall indemnify defend and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

45. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §18B-5-5 and §5A-3-18 the University is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

46. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Alcohol and Drug-Free Workplace Act requires public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. This act is applicable to any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract for which the value of contract is over \$100,000. No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy.

47. DISCLOSURE OF INTERESTED PARTIES A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1,000,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract.

48. CONFLICT OF INTEREST: Vendor, its officers, members, or employees shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations

hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the University.

49. MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMENT (IT) FEES: If a vendor requires services through the Marshall University's IT Department, they must reimburse the University at the IT Rate Schedule which is located at: <https://www.marshall.edu/it/rates/>.

50. PUBLICITY: Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to the University without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

51. UNIVERSITY MARKS: Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

52. INTELLECTUAL PROPERTY: Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest original Drawings, Specifications and the latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities. The Architect shall be deemed the author of such electronic data, documents and design, and shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents. The Owner shall not use or authorize any other person to use the Drawings, Specifications, electronic data and other Instruments of Service on other projects, for additions to this Project or completion of this Project by others so long as the Architect is not adjudged to be in default under this Agreement. Reuse without the Architect's professional involvement will be at the Owner's sole risk and without liability to the Architect. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

53. FERPA: Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

54. REPORTS: Vendor shall provide the University with the following reports identified by a checked box below:

Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by University, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by University.

55. PREFERENCE FOR THE USE OF DOMESTIC STEEL PRODUCTS IN STATE CONTRACT PROJECTS: Pursuant to W.Va. Code §5A-3-56, (a)(1) Except when authorized pursuant to the provisions of subsection (b) of this section, no contractor may use or supply steel products for a state contract project other than

those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W.Va. Code §5A-3-56. As used in this section (2):

(A) "State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after the effective date of this section on or after June 6, 2001.

(B) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

(C) Notwithstanding any provision of subsection (a) of this section to the contrary, the Director of the West Virginia Department of Administration, Purchasing Division ("Director of the Purchasing Division") may, in writing, authorize the use of foreign steel products if:

(1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

(2) The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

57. PREFERENCE FOR DOMESTIC ALUMINUM, GLASS AND STEEL PRODUCTS:

In Accordance with W. Va. Code § 5-19-1 et seq.,

(a) Every state spending unit, as defined in chapter five-a, shall require that every contract or subcontract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works contain a provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, as defined in chapter five-a, determines, in writing, after the receipt of offers or bids, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements: Provided,

That this article applies to any public works contract awarded in an amount more than \$50,000, and with regard to steel only, this article applies to any public works contract awarded in an amount more than \$50,000 or requiring more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit

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and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

- b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.
- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Marshall University Office of Purchasing buyer by the Agency. The Marshall University Office of Purchasing buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Marshall University Office of Purchasing at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything

contained in the AIA Documents or the Supplementary Conditions.

GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.

 Vice President

(Name, Title)

Glenn W. Birx, Vice President

(Printed Name and Title)

1040 Hull Street, Ste. 100 Baltimore, MD 21230

(Address)

410-347-8500

(Phone Number)

(Fax Number)

gbirx@ayerssaintgross.com

(Email Address)

CERTIFICATION AND SIGNATURE: By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; **that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict;** that I am authorized by the Vendor to execute and submit this Contract or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has/will properly register with the WV Purchasing Division and Marshall University.

(Company)

Ayers Saint Gross, Inc.

(Authorized Signature)



(Printed Name and Title of Authorized Representative)

Glenn W. Birx, Vice President

(Date)

12/5/2022

Revised: 10/12/21

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Sentinel Insurance Company, LTD (XV) A+	11000
	INSURER B : Hartford Fire Insurance Company A+ (XV)	19682
	INSURER C : Continental Casualty Company (CNA) A, XV	20443
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED Ayers/Saint/Gross, Inc. 1040 Hull Street Suite 100 Baltimore, MD 21230	INSURER A : Sentinel Insurance Company, LTD (XV) A+ 11000
	INSURER B : Hartford Fire Insurance Company A+ (XV) 19682
	INSURER C : Continental Casualty Company (CNA) A, XV 20443
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X	COMMERCIAL GENERAL LIABILITY			42SBABG5669	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 1,000,000	
		<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
								MED EXP (Any one person)	\$ 10,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
		OTHER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000
										\$ 2,000,000
A	X	AUTOMOBILE LIABILITY			42SBABG5669	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$	
		<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$	
								PROPERTY DAMAGE (Per accident)	\$	
										\$
A	X	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		42SBABG5669	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 5,000,000	
		EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000	
		DED <input checked="" type="checkbox"/>	RETENTION \$	10,000						\$
B	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			42WEGAR3ET6	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input checked="" type="checkbox"/> Y/N				N/A	E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		Professional Liab.			AEH008223392	11/18/2022	11/18/2023	Per Claim/Aggregate		10,000,000
C		Cyber Liability			652335957	5/10/2022	5/10/2023	Aggregate		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: ASG Project No. 2220064.00 Marshal Univ Facilities Master Plan

Marshall University is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. The Business Owners Policy (including General Liability and Automobile Liability) is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. The Business Owners Policy (including General Liability, Automobile Liability, and Umbrella Liability) and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the Business Owners Policy (including SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Marshall University Old Main 125 One John Marshall Drive Huntington, WV 25755	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Ames & Gough		NAMED INSURED Ayers/Saint/Gross, Inc. 1040 Hull Street Suite 100 Baltimore, MD 21230	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

General Liability, Automobile Liability and Umbrella Liability), Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000106660	AYERS SAINT GROSS INCORPORATED		Active	Inactive	

From 1 to 1 of 1 First Prev Next Last [Attachments](#)

Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#)

▼ **General Info**

Vendor/Customer : VC0000106660	Restrict Use by Department : <input type="checkbox"/>
Legal Name : AYERS SAINT GROSS INCC	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA : <input type="text"/>	Internal Account : <input type="checkbox"/>
Vendor Active Status : Active	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : Complete	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : Inactive	Third Party Customer : <input type="checkbox"/>
Customer Approval Status : Incomplete	Inventory Customer : <input type="checkbox"/>
Location Name : <input type="text"/>	Healthcare Provider : <input type="checkbox"/>
First Name : <input type="text"/>	Never Archive : <input type="checkbox"/>
Middle Name : <input type="text"/>	Restrict VSS Access : No
Last Name : <input type="text"/>	Discontinue - No New Business : <input type="checkbox"/>
Company Name : AYERS SAINT GROSS INCC	Prevent MA Reference : <input type="checkbox"/>
Previous Name : <input type="text"/>	PunchOut Enabled : <input type="checkbox"/>
Previous Street : <input type="text"/>	Re-PunchOut Enabled : <input type="checkbox"/>
Previous City : <input type="text"/>	Electronic Order Enabled : <input type="checkbox"/>
Previous State/Province : <input type="text"/>	W-9 Received : <input checked="" type="checkbox"/>
Previous Country : <input type="text"/>	W-9 Received Date : 04/21/2021
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date : <input type="text"/>
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : 08/24/2021
	Active To : <input type="text"/>
	Last Usage Date : 02/11/2022
	Department : <input type="text"/>
	Unit : <input type="text"/>

▼ **Headquarters**

Headquarters Account : Yes	Web Address http:// : <input type="text"/>
Headquarters Account Code : VC0000106660	Catalog DUNS : <input type="text"/>
Headquarters Account Legal Name : AYERS SAINT GROSS INCC	Catalog Extended DUNS : <input type="text"/>
Franchise Account : <input type="checkbox"/>	Catalog Unique Entity Identifier : <input type="text"/>
	Taxpayer ID Number : 520899570
	Taxpayer ID Number Type : EIN

▼ **Organization**

Organization Type : Company	1099 Indicator : No
1099 Classification : Corporation	1042-S Indicator : <input type="text"/>
1042-S Ch. 3 Recipient Code : <input type="text"/>	Taxpayer ID Number : 520899570
1042-S Ch. 4 Status Code : <input type="text"/>	Taxpayer ID Number Type : EIN
Number of Employees : <input type="text"/>	Detailed TIN Type : <input type="text"/>
Merchant ID : <input type="text"/>	Foreign Tax ID : <input type="text"/>
Sex : <input type="text"/>	GIIN : <input type="text"/>
Date of Birth : <input type="text"/>	1042-S Recipient Account Number : <input type="text"/>
Marital Status : <input type="text"/>	W-8 Form : <input type="text"/>
Annual Income : <input type="text"/>	Tax Profile : <input type="text"/>
IRS Country of Residence : <input type="text"/>	Tax Profile Name : <input type="text"/>
IRS Country Sub Code : <input type="text"/>	EBIC Number : <input type="text"/>
Contract Withholding Exempt : <input type="checkbox"/>	IAEC Number : <input type="text"/>
National Provider ID : <input type="text"/>	Web Address http:// : <input type="text"/>
Assigning Authority : <input type="text"/>	Employee ID : <input type="text"/>
CAGE Code : <input type="text"/>	Employee Status : <input type="text"/>
Permanent Staffed Office in State : <input type="checkbox"/>	Supplier Shared Secret : <input type="text"/>

▼ **Disbursement Options**

Category : DIRC	Hold Payment : <input type="checkbox"/>
Description : Direct Payments	Hold Payment Authorized By : <input type="text"/>
Default Type : Check	Hold Payment Authorized On : <input type="text"/>
Default Priority : 99	

Default Format : REG 

Default Format Description :

Scheduled Payment Day :

Single Payment Indicator :

Name on Check : Legal Name

Eligible for VCA Payments :

VCA Effective From Date : 

VCA Effective To Date : 

VCA Primary Email :

VCA Secondary Email :

VCA Comments :

Hold Reason :

Prevent New Spending :

Prevent New Orders : For All Departments

Third Party Code : 

Third Party Name :

Third Party Approved By : 

Third Party Approved On :


Third Party Reason :

Always Infer Third Party Vendor :

Third Party Address ID : 

▼ Prenote/EFT

Generate EFT Payment :

ABA Number : 

Bank Name :


Account Type :

Account Number :

Routing ID Number :

Bank Phone Number :

Prenote Requested Date :

Prenote Return Reason : 


Prenote Return Reason Message :

Foreign Correspondent Bank Name :

Foreign Correspondent Bank Branch Country Code :

Account Number Linkage to Provider Identifier :

Reason for Submission :

EFT Format : 

EFT Format Description :

EFT Status :

Last Status Change :

EFT Status Description :

Prenote Return Reason Explanation :

W-9 Mailing Date :

W-9 Response Date :

▼ Remittance Advice

Remittance Advice Required :

Remittance Advice Format : 

Remittance Advice Format Description :

Remittance Advice Transmission Mode :

▼ Vendor Terms

Number of Days 1 :

Discount Percent 1 :

Discount Always 1 :

Number of Days 2 :

Discount Percent 2 :

Discount Always 2 :

Number of Days 3 :

Discount Percent 3 :

Discount Always 3 :


Number of Days 4 :

Discount Percent 4 :

Discount Always 4 :

▼ Accounts Receivable

Default Receipt Type :

Default Billing Profile : 

Cost Accounting Funding Type :

Credit/Debit Card Type :

Credit/Debit Card Number :


Name on Card :

Credit/Debit Card Expiration Month :


Credit/Debit Card Expiration Year :

Bill Headquarters :

Bankruptcy :

Central Statement BPRO : 

Central Statement Billing Location :

Central Statement Address ID : 

Suppress Central Statement :

Suppress Central Past Due Statement :

▼ eMALL

DUNS :

Extended DUNS :

Unique Entity Identifier :

Internet Catalog :

VSS Registered :

Preferred Ordering Method :

Pcard Acceptance Level :

Create Certification Document :

Vendor Preference Level : 99

▼ Location Information

*Verify My Locations by : Use My TIN Number

Vendor Verification Based On : Please verify that you are par

Vendor Verification Password :

Send Activation Code :

Activation Email Address :

Activation Code :

Confirm Activation Code :
Requestor Name :
Requestor Phone Number :
Confirm Verifications :

► **Fee and Vendor Compliance Holds**



Fee Exempt : Tax Clearance :
Registration Application Date : Unemployment Insurance :
Registration Effective Date : Worker's Compensation :
Registration Expiration Date : Secretary of State Registration :
Pre-Registration Code : Federal Debarred :

► **Executive Compensation**

▼ **Additional Information**

Miscellaneous Field 1 : Miscellaneous Flag 1 :
Miscellaneous Field 2 : Miscellaneous Flag 2 :
Miscellaneous Field 3 : Miscellaneous Flag 3 :
Miscellaneous Field 4 :
Miscellaneous Field 5 :
Miscellaneous Field 6 :
Miscellaneous Field 7 :

▼ **Travel**

Traveler :
Travel Policy : 
Allow Traveler Advances :
PCard ID : 

▼ **Change Management**

Created By : fryki1 Last Modified By : fryki1
Kimberly J Fry Kimberly J Fry
Created On : 08/24/2021 Last Modified On : 08/26/2021
Last Approved By : scruggsda1 Comments :
David L Scruggs
Last Approved On : 08/26/2021
Date Registered : 08/24/2021

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