

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

Thursday, October 22, 2015

Zia Room – Library

1:30 p.m.

AGENDA

- | | |
|---|----------------|
| A. Welcome | Pat Chappelle |
| B. Adoption of Agenda | Pat Chappelle |
| C. Approval of Minutes of September 17, 2015 | Pat Chappelle |
| D. President's Report | Steve McCleery |
| E. New Business | |
| 1. Monthly Expenditures Report | Dan Hardin |
| 2. Monthly Revenue Report | Dan Hardin |
| 3. Oil and Gas Revenue Report | Dan Hardin |
| 4. Schedule of Investments | Dan Hardin |
| 5. Fiscal Watch Report | Dan Hardin |
| 6. Consideration of Architectural Services for the
NMJC Entertainment & Music Technology Remodel | Steve McCleery |
| 7. Personnel Consideration – Recruiter for Automotive Technology | Steve Hill |
| F. Public Comments | Pat Chappelle |
| G. Announcement of Next Meeting | Pat Chappelle |
| H. Closure of Open Meeting | Pat Chappelle |
| I. Adjournment | Pat Chappelle |

**NEW MEXICO JUNIOR COLLEGE
BOARD MEETING
SEPTEMBER 17, 2015
MINUTES**

The New Mexico Junior College Board met on Thursday, September 17, 2015, beginning at 1:30 p.m. in the Zia Room of Pannell Library. The following members were present: Ms. Patricia Chappelle, Madam Chair; Mr. Ron Black, Secretary; Mr. Travis Glenn; Mr. Manny Gomez; Mr. Zeak Williams; and Mr. Hector Baeza. Mrs. Mary Lou Vinson was absent from the meeting.

Ms. Chappelle called the meeting to order and welcomed visitors and guests present: Dorothy Fowler, Hobbs News-Sun and Julie Golder, Search Consultant with Association of Community College Trustees.

Upon a motion by Mr. Glenn, seconded by Mr. Gomez, the agenda was unanimously adopted.

Upon a motion by Mr. Black, seconded by Mr. Williams, the Board unanimously approved the minutes of August 20, 2015.

Under President's Report, Dr. Charley Carroll reported in regard to the Computer Center Construction project recommendation made by Mr. Glenn at the August 20, 2015 Board meeting. Mr. Glenn asked Dr. Carroll to research a diesel generator versus a propane generator for the Data Center upgrades. Dr. Carroll reported a propane generator has been purchased with a \$2,000.00 savings to NMJC.

Professor Charlotte Schmitz presented a detailed discussion of the processes of the Assessment of Student Learning and updates of the HLC Accreditation Assurance Argument. Professor Schmitz indicated the Assurance Argument is near completion and will be submitted to the HLC team for review. Dr. McCleery emphasized to the Board members he is confident the HLC Accreditation team will be significantly impressed with the work Professor Schmitz, faculty, deans, and

vice presidents have done to confirm New Mexico Junior College students are learning.

Dr. McCleery provided the history for the Health Wellness & Learning Center request made to the Higher Education Department. Dr. McCleery reminded the Board that the project started in 2012. In addition, Dr. McCleery provided updates and significant discussion in regard to the Health Wellness & Learning Center project, as well as a slide presentation. Dr. McCleery also provided the NMJC Board with the Health Wellness & Learning Center PowerPoint booklet that was presented to the Capital Projects Hearing on September 9, 2015. The presentation included a construction timeline with the ground breaking scheduled for the spring of 2016 and an opening date in the fall of 2017. Ms. Chappelle commented County Manager Mike Gallagher was pleased at the number of Lea County people in attendance at the HED Capital Outlay Committee Hearing and praised Dr. McCleery's leadership and exceptional presentation. Mr. Black who was in attendance of the hearing also highly complemented Dr. McCleery's presentation stating it was impressive and was well received by the HED Board. He further stated Dr. McCleery's preparation and presentation was head and shoulders above other presentations at the hearing.

Under New Business, Dan Hardin presented the August, 2015 financial reports. Upon a motion by Mr. Glenn, seconded by Mr. Gomez, the Board unanimously approved the Expenditure Report for August, 2015. In addition, the Revenue Report, Oil and Gas Revenue Report, and Schedule of Investments Report were reviewed.

Dr. McCleery presented a proposal for consideration from Dekker/Perich/Sabatini for the Professional Services Contract for the Design, Design Development, Construction Documents and Construction Administration for the New Mexico Junior College Allied Health Building. After significant discussion of the contract, Dr. McCleery made a recommendation for approval of the contract "as is". Upon a motion by Mr. Black, seconded by Mr. Glenn, the Board unanimously approved the contract from Dekker/Perich/Sabatini in the amount of \$431,100.00.

Ms. Julie Golder, Search Consultant with Association of Community College Trustees presented a draft Presidential Profile for review and approval. Ms. Golder provided a brief recap of the outcome of the three public forums held on the NMJC campus on September 16th. She stated the information collected at the forums was compiled to create a draft Presidential Search Profile that was reviewed and edited by the Presidential Search Committee. Mr. Glenn, Chair of the Presidential Search Committee and Mr. Gomez, Member of the Presidential Search Committee commented they were in attendance at the forum and indicated the comments delivered were very insightful and assisted in the creation of the NMJC Presidential Profile. At this time, the Board members took a moment to review the Presidential Profile. Upon a motion by Mr. Baeza, seconded by Mr. Black, the Board unanimously approved the Presidential Profile. Ms. Golder pointed out revisions made to the Presidential Search Timeline. She stated the target date for electronic review of applications is January 5th, selection of semi-finalists is January 15th, interviews will follow on February 4th and 5th and final candidates will visit the NMJC campus in late February 2016.

Ms. Chappelle called for comments from the public. Mrs. Susan Fine invited the Board to participate in the 50th Celebration photo scheduled on Wednesday, September 30th at 4:30 pm and the 50th Celebration events scheduled on October 3rd.

The next regular board meeting was scheduled for Thursday, October 22, 2015 beginning at 1:30 pm.

Mr. Glenn moved the board go into closed session for the discussion of limited personnel matters under the provisions of section 10-15-1-H (2) of New Mexico Statutes Annotated 1978. Mr. Black seconded the motion. The roll call vote was as follows: Mr. Baeza – yes; Mr. Williams – yes; Mr. Black – yes; Mr. Glenn – yes; Mr. Gomez – yes; and Ms. Chappelle – yes.

Upon re-convening in open meeting, Ms. Chappelle stated that the matters discussed in the closed meeting were limited only to those specified in the motion for closure.

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Upon a motion by Mr. Glenn, seconded by Mr. Gomez, the board meeting adjourned at 3:15 pm.

Pat Chappelle, Chair

Ron Black, Secretary

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: **New Mexico Junior College Board Members**
From: Dan Hardin
Date: October 15, 2015
RE: Expenditure and Revenue Reports for September

September represents month three or the end of the first quarter of the 2015/2016 fiscal year. The expenditure report reflects expenditure totals that include funds expended and encumbered. The total year-to-date funds expended and/or encumbered through September 2015 is \$13,567,253.00.

In the review of the Instruction and General, we see normal expenditures for this time of year, with total Instruction and General expenditures of \$5,302,191.00. Total current unrestricted fund expense through September is \$7,190,984.00, which is 28% of the budget. Student Aid, Auxiliary Enterprises and Athletics normally have a higher percentage of their budget spent at this time of the fiscal year; Internal Services Departments consist of Computer Services, Motor Pool, College Communications, and the Docutech Center. Several of these departments set up encumbrances for maintenance agreements for the year, which skews the percentage. By the end of the fiscal year, Internal Services will be back in line with the budget that has been provided.

In the restricted funds \$2,711,981.00 was expensed through September, this is 38% of the budget.

The plant funds are showing expenditures/encumbrances for the ongoing Infrastructure project, Technology Upgrades, funds encumbered for the Titanic Exhibit and Security Camera upgrades. Total plant funds expended or encumbered through September is \$3,664,288.00.

Total funds expended or encumbered through September is \$13,567,253.00

The unrestricted revenue through September is \$6,349,967.00. Most of the revenue is derived from Tuition and Fees, State Appropriation, Oil and Gas revenue accrual and the Auxiliary Enterprises. The College normally starts receiving Property Tax revenue starting in December and the Oil and Gas revenue will begin in October for the new fiscal year.

In the restricted revenue funds through the end of September the College has drawn down \$2,576,821.00 from the Grants, Pell grant, and direct loan funds.

Total revenue for September is \$1,516,143.00 with the total year-to-date revenue of \$9,595,167.00, which is 25% of the projected budget.

The first Oil and Gas Revenue report is the final report for fiscal year 2014/2015. This report shows the final distribution of \$829,958.00 for June. The next Oil and Gas report has the accrual for Oil & Gas revenue of \$465,000.00 for the first three months of fiscal year 2015/2016. If you will remember during the last audit, the auditors directed the Business Office to change the lag time to post Oil & Gas Mill Levy revenue to three months. The total Oil and Gas and Oil and Gas Equipment revenue through September is \$1,395,000.00 accrual.

The Investment report shows that we began the month with \$10,593,127.00 in LGIP funds and ended the month with the \$10,593,127.00. At the end of September there were \$14,946,483.60 in designated capital projects.

This is the report for September 2015.

Respectfully submitted,



Dan Hardin

NEW MEXICO JUNIOR COLLEGE
Expenditure Report
September 2015

25% of Year Completed

Fund	2014-15			2015-16			
	Final Budget	Year-to-Date Expended or Encumbered	Percentage of Budget Expended	Budget	Current Expended or Encumbered	Expended or Encumbered	Percentage of Budget Expended
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Instruction	11,018,956	1,928,139	17%	10,103,380	807,927	1,956,981	19%
Academic Support	2,424,460	588,816	24%	2,628,124	247,240	693,243	26%
Student Services	2,074,588	441,095	21%	1,988,062	181,465	479,588	24%
Institutional Support	4,746,075	1,156,994	24%	3,694,568	449,875	1,175,906	32%
Operation & Maintenance of Plant	3,808,548	1,023,243	27%	3,658,460	234,478	996,473	27%
Subtotal - Instruction & General	24,072,627	5,138,287	21%	22,072,594	1,920,985	5,302,191	24%
Student Activities	0		0%	0	0		0%
Research	0		0%	0	0		0%
Public Service	0		0%	0	0		0%
Internal Service Departments	150,266	136,664	91%	85,520	86,690	131,531	154%
Student Aid	868,551	399,217	46%	668,551	9,004	324,870	49%
Auxiliary Enterprises	1,884,288	797,878	42%	1,858,486	260,401	967,683	52%
Athletics	1,425,760	450,502	32%	1,157,636	64,219	464,709	40%
Total Current Unrestricted Fund	28,401,492	6,922,548	24%	25,842,787	2,341,299	7,190,984	28%
CURRENT RESTRICTED FUND							
Grants	2,496,540	291,940	12%	2,055,881	154,433	908,151	44%
Student Aid	5,033,468	1,810,364	36%	4,989,673	166,009	1,803,830	36%
Total Current Restricted Fund	7,530,008	2,102,304	28%	7,045,554	320,442	2,711,981	38%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from Institutional Funds	8,757,760	1,922,199	22%	8,587,117	259,590	2,415,702	28%
Projects from State GOB Funds	3,050,000	2,495,131	82%	5,000,000		317,875	6%
Projects from State STB Funds	0	0	0%		494,777	553,777	0%
Projects from General Fund	0	3,856	0%	0			0%
Projects from Private Funds	0	0	0%	0			0%
Projects from State ER&R	332,720	197,277	59%	332,720		70,655	21%
Projects from State BR&R	597,281	240,082	40%	597,281		306,279	51%
Subtotal - Capital and BR&R	12,737,761	4,858,545	38%	14,517,118	754,367	3,664,288	25%
Debt Service							
Revenue Bonds	0	0	0%	0	0	0	0%
Total Plant Funds	12,737,761	4,858,545	38%	14,517,118	754,367	3,664,288	25%
GRAND TOTAL EXPENDITURES	48,669,261	13,883,397	29%	47,405,459	3,416,108	13,567,253	29%

NEW MEXICO JUNIOR COLLEGE
Revenue Report
September 2015

25% of Year Completed

Fund	2014-15			2015-16			
	Final Budget	Year-to-date Revenue	Percentage of Budget Received	Budget	Current Revenue	Year-to-date Revenue	Percentage of Budget Received
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Tuition and Fees	3,684,200	1,941,697	53%	3,692,200	88,866	2,011,279	54%
State Appropriations	6,047,200	1,558,064	26%	6,129,500	468,070	1,489,802	24%
Advalorem Taxes - Oil and Gas	7,235,000	1,395,000	19%	7,235,000	465,000	1,395,000	19%
Advalorem Taxes - Property	6,003,500	0	0%	6,853,725		0	0%
Interest Income	5,000	428	9%	4,000	83	86	2%
Other Revenues	367,161	45,697	12%	330,105	74,094	94,527	29%
Subtotal - Instruction & General	23,342,061	4,940,886	21%	24,244,530	1,096,113	4,990,694	21%
Student Activities	0	0	0%	0	0	0	0%
Public Service	0	0	0%	0	0	0	0%
Internal Service Departments	27,000	2,444	9%	27,000	4,379	4,379	16%
Auxiliary Enterprises	2,251,000	1,235,612	55%	2,288,000	57,482	1,233,718	54%
Athletics	483,400	123,650	26%	487,200	40,283	121,176	25%
Total Current Unrestricted	26,103,461	6,302,592	24%	27,046,730	1,198,257	6,349,967	23%
CURRENT RESTRICTED FUND							
Grants	1,157,859	291,959	25%	2,055,881	159,219	913,523	44%
Student Aid	5,033,468	1,475,756	29%	4,989,673	157,251	1,663,298	33%
Total Current Restricted	6,191,327	1,767,715	29%	7,045,554	316,470	2,576,821	37%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from State GOB Funds	3,300,000	308,002	0%	5,000,000		665,322	0%
Projects from State STB Funds	0	0	0%	0			0%
Projects from General Fund	0	0	0%	0			0%
Projects from Private Funds	0	0	0%	0			0%
Interest Income (LGIP)	10,000	2,868	29%	10,000	1,416	3,057	31%
Total Plant Funds	3,310,000	310,870	9%	5,010,000	1,416	668,379	13%
GRAND TOTAL REVENUES	35,604,788	8,381,177	24%	39,102,284	1,516,143	9,595,167	25%

NEW MEXICO JUNIOR COLLEGE

Oil and Gas Revenue Report

June 2015

100% of Year Completed

		OIL		GAS		COMBINED		
Sales	Month of Distribution	Price per BBL	Lea County BBLs sold	Price per MCF	Lea County MCF sold	Monthly Revenue	2014-15 Original Budget	Variance Over (Under) Budget
Actual	July	\$75.60	5,043,401	\$5.99	15,571,479	1,232,271	465,000	767,271
Actual	August	\$80.78	4,888,347	\$5.46	15,838,690	1,090,531	465,000	625,531
Actual	September	\$77.29	4,582,238	\$5.46	15,443,043	1,002,059	465,000	537,059
Actual	October	\$72.15	5,068,963	\$4.90	15,511,710	967,962	465,000	502,962
Actual	November	\$65.01	4,872,656	\$4.20	16,152,246	960,049	465,000	495,049
Actual	December	\$51.46	5,015,297	\$3.90	16,346,691	691,458	465,000	226,458
Actual	January	\$39.89	5,086,948	\$3.05	15,217,830	580,363	465,000	115,363
Actual	February	\$40.90	4,819,225	\$3.16	14,799,293	643,429	465,000	178,429
Actual	March	\$39.99	6,002,050	\$2.73	16,430,801	699,383	465,000	234,383
Actual	April	\$45.96	6,206,853	\$2.86	16,997,526	778,060	465,000	313,060
Actual	May	\$51.25	6,146,306	\$3.03	17,863,571	842,398	465,000	377,398
Actual	June	\$49.78	5,831,060	\$2.97	17,282,796	829,958	465,000	364,958
Y.T.D. Production Tax Revenue						10,317,921	5,580,000	4,737,921
Y.T.D. Equipment Tax Revenue						2,250,997	1,655,000	595,997
Total Year-to-Date Oil & Gas and Equipment Tax Revenue						12,568,918	7,235,000	5,333,918

Source: New Mexico Taxation and Revenue Department

NEW MEXICO JUNIOR COLLEGE

Oil and Gas Revenue Report

September 2015

25% of Year Completed

		OIL		GAS		COMBINED		
Sales	Month of Distribution	Price per BBL	Lea County BBLs sold	Price per MCF	Lea County MCF sold	Monthly Revenue	2015-16 Original Budget	Variance Over (Under) Budget
Accrual	July					465,000	465,000	0
Accrual	August					465,000	465,000	0
Accrual	September					465,000	465,000	0
Accrual	October						465,000	(465,000)
Accrual	November						465,000	(465,000)
Accrual	December						465,000	(465,000)
Accrual	January						465,000	(465,000)
Accrual	February						465,000	(465,000)
Accrual	March						465,000	(465,000)
Accrual	April						465,000	(465,000)
Accrual	May						465,000	(465,000)
Accrual	June						465,000	(465,000)
Y.T.D. Production Tax Revenue						1,395,000	5,580,000	(4,185,000)
Y.T.D. Equipment Tax Revenue						0	1,655,000	(1,655,000)
Total Year-to-Date Oil & Gas and Equipment Tax Revenue						<u>1,395,000</u>	<u>7,235,000</u>	<u>(5,840,000)</u>

Source: New Mexico Taxation and Revenue Department

NEW MEXICO JUNIOR COLLEGE
Schedule of Investments
September 2015

25% of Year Completed

Financial Institution	Amount Invested	Account Number	Interest Rate	Interest Earned
State of New Mexico Local Government Investment Pool	10,593,127	7102-1348	0.104%	1,416
Plus deposits	0			
Less withdrawals	0			
Total LGIP investments	<u>10,593,127</u>			<u>1,416</u>

Capital Projects	9/30/2015
Vehicles	2,812.94
Technology Upgrade	408,249.20
JASI	22,793.44
WHM South Gallery	266,594.43
Baseball Field	26,662.95
Luminis Software	2,993.00
Landscaping	339,300.17
Campus Signage	2,801.67
Roof Replacement	27,382.26
Dorm/Apartment Refurbish	346,762.24
Campus Construction	342,225.99
Oil & Gas Training	161,766.39
Public Sector	19,227.00
Campus Security	104,686.79
Lumens Software-Distance Learn	5,000.00
Copier Replacement	274.00
Non-Recurring Compensation	152,169.10
Athletics	142,991.36
Student Life Programming	20,432.28
Warehouse/Cont Ed Remodel	1,464.99
Succession Plan	108,016.06
Energy Technology Equipment	300,000.00
WHM Exhibits	110,798.78
Mansur Hall Upgrades	51,043.75
Senior Warm Water Wellness Ctr	3,500,000.00
Driving Range Upgrades	200,000.00
Cosmetology Remodel	700,000.00
Entertainment Technology	2,300,215.30
Cafeteria Upgrade	227,040.50
Channel 19 Upgrade	36,244.62
FERPA & Title IX	688.50
Equestrian Center	3,000,000.00
Bob Moran Upgrades	88,589.78
Campus/Hospital Fencing	200,000.00
Turf Replacement	184,175.00
Watson Hall Theater	238,511.90
WHM Titanic Exhibit	18,500.00
Mary Hagelstein Upgrades	100,000.00
HVAC Software-Central Plant	200,000.00
Infrastructure Upgrade	978,192.57
Cadet Supplement	3,268.04
Workforce Training Contingency	4,608.60
TOTAL	14,946,483.60

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

5317 Lovington Highway
Hobbs, NM 88240
Phone: (575) 492-2770
Fax: (575) 492-2768

To: Board Members
From: Dan Hardin
RE: Fiscal Watch Reports
Date: October 15, 2015

Attached for your approval is the Fiscal Watch reports for September 2015, these reports are to be submitted to the Higher Education Department by the end of November. The first report is the Statement of Net Assets for September 30, 2015. The total current assets consist of Cash and Cash Equivalents in the amount of \$4,762,208.00, which represents cash in the vault and balances in the bank. Investments totaling \$10,593,127.00 are the funds that we have in the Local Government Investment Pool. Accounts Receivable is the gross receivables less allowance for uncollectible. Accounts Receivables are from students, grants, drawdown from the state for capital projects, third party billing, etc. Inventory is held at the bookstore. An example of a prepaid expense would be a maintenance agreement prepaid for the entire year. Total current assets are \$18,091,444.00

Non-Current Assets are the capital assets as of the end of September which total \$73,187,012.00. Total Assets are \$91,278,456.00. Current Liabilities begin with Accounts Payable of (\$71,637.00). Under the Banner system, when an invoice is entered into the system there is a credit posted to Accounts Payable, as checks are cut there is a debit made to Accounts Payable. When Financial Aid memo posts an award to a student there is a debit generated in Accounts Payable, an offsetting credit is made when there is an actual award posted to the student. There is a large amount of activity in and out of Accounts Payable. Accounts Payable also includes Gross Receipts. At the end of September the approved awards from the Foundation were posted to students accounts but the Foundation had not been billed, generating the debit balance.

Other Accrued Liabilities includes all of the withholding payables for Federal Income Tax, State Income Tax, ERA, Health Insurance, gross receipts, and other payroll related withholdings. Total Other Accrued Liabilities as of September 30, 2015 are \$571,684.00. Deposit held for others or non-institutional accounts are where we house the funds that belong to the different clubs on campus. Deferred income is normally income for tuition and fees that we receive in the Spring semester for the coming Summer and Fall

semesters, which are in a different fiscal year. Currently, Deferred revenue is zero. Other Payables is a combination of salaries payable and accrued vacation payables. The total of other payables is \$265,381.00.

If you will remember, the College paid off the John Watson Student Apartment loan with the New Mexico Finance Authority in June, so there is not any debt to report. Total Current Liabilities are \$955,540.00 as of September 30, 2015. Total liabilities are the same \$955,540.00. The Net Assets include Invested in Capital Assets, net of related debt, for a total of \$73,187,023.00. Unrestricted net assets have a total as of September 2015 of \$17,195,733.00, with the total net assets of \$90,382,745.00.

The next report is the summary of the original FY 16 budget to actual as of September 2015. These numbers are also taken from the monthly Board report that is being presented to the Board at the October Board meeting. Revenues are at the 23% of the budget for the first quarter. Tuition and Fees and State Appropriations are where we had budgeted for this year. The local appropriations are the three months of accrual for the Oil & Gas mill levy. The expenditure comparison of budget to actual is also the same as Board reports being presented at the October Board meeting. Encumbrances and seasonal expenditures in Internal Services, Student Aid, and Auxiliary Enterprise account for budget areas being over 25% of their budget. As of September 2015, the College has received interest revenue and a draw down from the GOB for Infrastructure in Plant fund revenue and had 1,213,848.00 in transfers. Plant Fund expenditures show the amounts that have been expended and/or encumbered for the capital projects. There are several capital projects in progress at this time.

The next fiscal watch report is the Comparison of Operating and Plant Funds. This report was generated using the same numbers from the Board reports that will be presented in the October Board meeting. This report compares the September 2014 current revenues to the September 2015 current revenues. Tuition and Fee revenue is slightly up in September 2015 as compared to September 2014. State Appropriations were higher in FY 15 as compared to FY 16. Local appropriations are the same accrual for both years. Auxiliary Enterprises (Sales & Services) revenue is almost the same in FY 15 as compared to FY 16. Total operating revenue through September 2014 was \$6,302,592.00 as compared to \$6,349,967.00 in September 2015.

Unrestricted Expenditures in September 2014 were \$6,922,548.00 compared to \$7,190,984.00 in September of 2015. The increase in Unrestricted Expenditures from September 2014 to September 2015 is a reflection of the increase in salary expense for FY 16.

The Cash Flow statement represents the activity during the first quarter of the fiscal year.

Cash flows from operating activities indicates the money coming in from tuition and fees, grants, auxiliary

enterprises, and other revenues, then the funds going out for salaries and benefits, payouts to students, and vendors. The net result is that it took \$1,677,850 more cash than was brought in. The next section shows the amount of cash from non-capital financing activities. The incoming cash from these activities is \$1,610,978.00. The third section is cash from capital financing activities, this shows the revenue from capital gifts, State funding for STB and grants, with funds expended for debt service and purchase of capital assets. The total is (\$25,649.00). You can see the cash and cash equivalents as of September 2015 are \$15,355,335.00. Basically, we began the fiscal year with \$17,924,328.00 in cash; we ended the first quarter with \$15,355,335.00 in cash for a net decrease of \$2,568,993.00. This gives you a snap shot of the cash in and out for the first three months of FY 16.

We hope this explanation gives you a good understanding of the Fiscal Watch reports we are asking you to approve these reports.

Respectfully,

A handwritten signature in black ink that reads "Dan Hardin". The signature is written in a cursive, flowing style.

Dan Hardin

New Mexico Junior College

Statement of Net Assets (Unaudited and Unadjusted) As of (September 30, 2015)

Assets

Current Assets:

Cash and Cash Equivalents	\$ 4,762,208
Short-Term Investments	10,593,127
Accounts Receivable, net	1,923,198
Inventories	793,248
Prepaid Expenses	19,663
Loans Receivable, net	

Total Current Assets	\$ 18,091,444
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Non-Current Assets

Restricted Cash and Cash Equivalents	
Restricted Short Term Investments	
Investments Held by Others	
Other Long-Term Investments	
Prepaid Expenses	
Capital Assets, net	73,187,012

Total Non-Current Assets	73,187,012
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Total Assets	\$ 91,278,456
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Liabilities

Current Liabilities

Accounts Payable	\$ (71,637)
Other Accrued Liabilities	571,684
Deposits Held for Others	190,112
LT Liabilities - Interest Payable	
Deferred Income	
Other Payables	265,381
LT Liabilities - Current Portion	

Total Current Liabilities	\$ 955,540
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Non-Current Liabilities

Other LT Liabilities	
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Total Non-Current Liabilities	-
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Total Liabilities	\$ 955,540
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Net Assets

Invested in Capital Assets, net of Related Debt	\$ 73,187,012
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Restricted for:

Non-Expendable:

Expendable:

General Activities	
Federal Student Loans	
Term Endowments	
Capital Projects	
Expendable future debt service requirements	-

Unrestricted	17,195,733
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Total Net Assets	90,382,745
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Total Liabilities & Net Assets	91,278,456
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New Mexico Junior College

Summary of Operating and Plant Funds (Unadjusted and Unaudited) Fiscal Year 2016

Operating Funds	FY 2016 Original Budget	FY 2016 Actuals as of September 30, 2015	Percentage Earned/Spent
REVENUES			
Tuition & Misc Fees	\$ 3,692,200	\$ 2,011,279	54.47%
State Appropriations	6,129,500	1,489,802	24.31%
Local Appropriations	14,088,725	1,395,000	9.90%
Sales & Services	2,288,000	1,233,718	53.92%
Other	848,305	220,168	25.95%
Total Revenue	\$27,046,730	\$6,349,967	23.48%
BEGINNING BALANCE	\$1,791,735	\$1,791,735	
TOTAL AVAILABLE	\$28,838,465	\$8,141,702	
EXPENDITURES			
Instruction & General	\$ 22,072,594	5,302,191	24.02%
Internal Services	85,520	131,531	153.80%
Student Aid	668,551	324,870	48.59%
Auxiliary Enterprises	1,858,486	967,683	52.07%
Intercollegiate Athletics	1,157,636	464,709	40.14%
Total Expenditures	\$ 25,842,787	7,190,984	27.83%
Net Transfers	\$1,213,848	\$1,213,848	
TOTAL EXPENDITURES & TRANSFERS	\$ 27,056,635	8,404,832	31.06%
Ending Fund Balance	\$1,781,830	(\$263,130)	

Plant Funds	FY 2016 Original Budget	FY 2016 Actuals as of September 30, 2015	Percentage Earned/Spent
REVENUES AND TRANSFERS			
Interest Income	10,000	3,057	
State Appropriations	5,000,000	665,322	
Capital Projects Transfer			
Total Revenues and Transfers	\$ 5,010,000	\$ 668,379	
BEGINNING BALANCE	\$ 11,883,110	\$ 11,883,110	
TOTAL AVAILABLE	16,893,110	12,551,489	
EXPENDITURES			
Capital Projects	13,587,117	3,287,354	
BR&R & ER&R	930,001	376,934	
State Appropriations			
Debt Retirement	-		
Total Expenditures	\$ 14,517,118	\$ 3,664,288	25.24%
Net Transfers	\$ 930,001	\$ 930,001	
Ending Fund Balance	3,305,993	9,817,202	

New Mexico Junior College

Comparison of Operating and Plant Funds (Unadjusted and Unaudited) Fiscal Year 2015 and 2016

Operating Funds	FY 2015 Actuals as of September 30, 2014	FY 2016 Actuals as of September 30, 2015	Percentage Increase (Decrease)
REVENUES			
Tuition & Misc Fees	\$ 1,941,697	\$ 2,011,279	3.6%
Federal Appropriations			
State Appropriations	1,558,064	1,489,802	-4.4%
Local Appropriations	1,395,000	1,395,000	0.0%
Sales & Services	1,235,612	1,233,718	-0.2%
Other	172,219	220,168	27.8%
Total Revenue	\$ 6,302,592	\$ 6,349,967	0.8%
BEGINNING BALANCE	\$1,801,153	\$1,791,735	
TOTAL AVAILABLE	8,103,745	8,141,702	
EXPENDITURES			
Instruction & General	5,138,287	5,302,191	3.2%
Internal Services	136,664	131,531	-3.8%
Student Aid	399,217	324,870	-18.6%
Auxiliary Enterprises	797,878	967,683	21.3%
Intercollegiate Athletics	450,502	464,709	3.2%
Total Expenditures	6,922,548	7,190,984	3.9%
Net Transfers	1,206,001	1,213,848	
TOTAL EXPENDITURES & TRANSFERS	\$ 8,128,549	\$ 8,404,832	3.4%
Ending Fund Balance	\$ (24,804)	\$ (263,130)	

Plant Funds	FY 2015 Actuals as of September 30, 2014	FY 2016 Actuals as of September 30, 2015	Percentage Increase (Decrease)
REVENUES AND TRANSFERS			
Interest Income	2,868	3,057	
State Appropriations	308,002	665,322	
Debt Service Transfers			
Other			
Total Revenues and Transfers	\$ 310,870	\$ 668,379	
BEGINNING BALANCE	9,897,907	11,883,110	
TOTAL AVAILABLE	10,208,777	12,551,489	
EXPENDITURES			
Capital Projects	4,421,186	2,415,702	-45.4%
State Funded Projects		871,652	
Private Funds			
Building R&R	240,082	306,279	
Equipment R&R	197,277	70,655	
Total Expenditures	\$ 4,858,545	\$ 3,664,288	-24.6%
Net Transfers	\$ 1,206,001	\$ 930,001	
Ending Fund Balance	\$ 6,556,233	\$ 9,817,202	

Some revenues are reported on a seasonal basis or by semester and therefore may affect the Increase/(Decrease) to Fund Balance

New Mexico Junior College

Cash Flow Statement (Unaudited and Unadjusted) As of 9 30 2015

Cash Flows from Operating Activities		
Receipts from student tuition and fees	\$	2,011,279
Receipts from grants and contracts		2,576,821
Other receipts		
Payments to or on behalf of employees		(4,183,088)
Payment to suppliers for goods and services		(2,452,265)
Receipts from Sales and Services		1,233,718
Payments for scholarships		(963,307)
Other Operating Revenue		98,992
Net cash (used) by operating activities	\$	<u>(1,677,850)</u>
Cash Flows from Non-Capital Financing Activities		
State Appropriations	\$	1,610,978
Mill Levy Taxes	\$	-
Other Non-operating Expense		
Net Cash provided (used) for non-capital financing activities	\$	<u>1,610,978</u>
Cash Flows from Capital and Related Financing Activities		
Proceeds from Capital Debt		
Capital Gifts, Grants and contracts		665,322
Purchase/Construction/Renovation of Capital Assets		(690,971)
Principal Received/Paid on Capital Debt and Leases		-
Interest and Fees Paid on Capital Debt and Leases		-
Net Cash provided (used) for capital financing activities	\$	<u>(25,649)</u>
Cash Flows from Investing Activities		
Investment Earnings	\$	<u>3,057</u>
Net Cash provided by Investing Activities	\$	<u>3,057</u>
Increase (Decrease) in Cash and Cash Equivalents	\$	(2,568,993)
Cash and Cash Equivalents- beginning of year		17,924,328
Cash and Cash Equivalents- end of reporting period	\$	15,355,335



NEW MEXICO JUNIOR COLLEGE

Office of the President

Memo

DATE: October 8, 2015
TO: New Mexico Junior College Board Members
FROM: Steve McCleery
SUBJECT: Consideration of the Professional Services Contract for the Design/Design Development/Construction Documents/Construction Administration for the remodel of the Bob Moran Building for the Entertainment and Music Technology Program

Attached you have a proposal from Dekker/Perich/Sabatini for the Professional Services Contract for the Design/ Design Development/Construction Documents/Construction Administration for the New Mexico Junior College Entertainment and Music Technology remodel for Bob Moran Hall. The Dekker/Perich/Sabatini Professional Services Contract meets the State of New Mexico purchasing requirements under the New Mexico Junior College Cooperative Educational Services (CES) Joint Powers Agreement (JPA). The administration recommends the approval of the proposal.

The amount of the contract, including Gross Receipts Tax, is \$200,000.00. Please consider transferring funds from the reserve account to assist with the approval and award of the Architectural contract.

Thank you for your consideration.

DRAFT AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of October in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

New Mexico Junior College
5317 Lovington Highway
Hobbs, NM

And

Buyer:
Cooperative Educational Services (CES)
4216 Balloon Park RD NE
Albuquerque, NM 87109-5801

and the Architect:
(Name, legal status, address and other information)

Dekker/Perich/Sabatini LTD.
7601 Jefferson NE Suite 100
Albuquerque, NM 87109
Telephone number (505) 761-9700

for the following Project:
(Name, location and detailed description)

AIA Blank Documents
Renovation of approximately 6,000 SF of Bob Moran Hall for a new Entertainment Technology Program on the campus of the NMJC in Hobbs.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

«→»Refer to AIA Document B101, Exhibit A

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

«→»To be determined

- .2 Substantial Completion date:

«→»To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«\$1,000,000 per claim, \$2,000,000 aggregate »

.2 Automobile Liability

«\$1,000,000 combined single limit »

.3 Workers' Compensation

«\$500,000 per claim, \$500,000 policy limit »

.4 Professional Liability

«\$1,000,000 per claim, \$1,000,000 aggregate »

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests-for-information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	4.2.1
§ 4.1.4 Existing facilities surveys	NP	4.2.2

§ 4.1.5	Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6	Building Information Modeling (E202™-2008)	TBD	4.2.3
§ 4.1.7	Civil engineering	NP	4.2.4
§ 4.1.8	Landscape design	NP	4.2.5
§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	4.2.6
§ 4.1.10	Value Analysis (B204™-2007)	NP	
§ 4.1.11	Detailed cost estimating	NP	
§ 4.1.12	On-site Project Representation (B207™-2008)	NP	
§ 4.1.13	Conformed construction documents	NP	
§ 4.1.14	As-Designed Record drawings	NP	
§ 4.1.15	As-Constructed Record drawings	Architect	4.2.7
§ 4.1.16	Post occupancy evaluation	NP	
§ 4.1.17	Facility Support Services (B210™-2007)	NP	
§ 4.1.18	Tenant-related services	NP	
§ 4.1.19	Coordination of Owner's consultants	NP	
§ 4.1.20	Telecommunications/data design	NP	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	NP	
§ 4.1.22	Commissioning (B211™-2007)	NP	
§ 4.1.23	Extensive environmentally responsible design	NP	
§ 4.1.24	LEED® Certification (B214™-2012)	NP	
§ 4.1.25	Fast-track design services	NP	
§ 4.1.26	Historic Preservation (B205™-2007)	NP	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.2.1 The Owner will provide to the Architect all drawings in both electronic and hard copy form that exist in the Owner's possession for Architect's use. Architect will supplement those drawings via the making of field measurements.

4.2.2 Architect and its consultants (collectively Architect) will visit the existing building for the purpose of viewing and understanding existing building materials and systems. The extent of this review will be visual, but if Architect determines limited destructive testing is needed to facilitate these facility surveys it will make such recommendation to the Owner and unless Owner reasonably objects Owner will cooperate, provide, and pay for such destructive testing. The goal of all facility survey efforts will be to understand the existing building systems so as to allow for the partial renovation of the facility.

4.2.3 Building Information Modeling (BIM) will be assessed by the Architect and its consultants (collectively Architect) and implemented in their sole discretion based on feasibility.

4.2.4 Civil engineering design services are not anticipated as needed on this project at this time.

4.2.5 Landscape design services are not anticipated as needed on this project at this time.

4.2.6 Architectural Interior Design services are included in this Agreement. Scope of such services include working with the Owner to identify and select new interior finishes and decorative lighting, but not window coverings, furnishings, and equipment such as recording equipment, tables, and chairs, office and meeting room furnishings, and modular furniture all of which are considered FF&E design.

4.2.7 Architect will prepare as-constructed record drawings in electronic format by updating architect's electronic files. In this effort Architect shall be entitled to rely upon the Contractor's redline field set of drawings, and is not required to make field measurements to confirm accuracy or completeness of Contractor's redline set. «-»

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; other than the HED approval hearing.
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~Eight (8)~~ visits to the site by the Architect over the duration of the Project during construction
- .3 ~~Two (2)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~Two (2)~~ inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~Sixteen (16)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[« X »] Litigation in a court of competent jurisdiction

[« »] Other (Specify)

[« »]

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

←→ This Lump Sum Fixed Fee is based on a Maximum Allowable Construction Cost (MACC) of \$1,400,000 and renovating an existing classroom building to house a new Entertainment Technology program composed of a recording studio and classroom space requiring a high degree of acoustical and finish design.

\$119,000.00	Basic Services
\$ 21,000.00	WJHW fee for acoustics, sound isolation, and HVAC control
\$ 18,000.00	WJHW facility and infrastructure design
\$158,000.00	Total Lump Sum Fixed Fee, not inclusive of NMGR and reimbursables listed below:

Estimated Reimbursable expenses:

\$ 19,350.00	Total Reimbursables, not including NMGR, broken out as follows:
\$ 9,750.00	WJHW travel expenses
\$ 2,600.00	WJHW travel and fee for the kick off meeting on September 22, 2015
\$ 7,000.00	D/P/S travel expenses to include \$30 per hour per D/P/S employee for travel time and the cost of car rental, fuel, reasonable meals, and lodging if necessary.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«→Additional services shall be mutually agreed upon in writing by the parties in advance of the services being performed.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional services shall be mutually agreed upon in writing by the parties in advance of the services being performed.«→

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «→Ten percent («→10 %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Programming Phase	Ten	percent (10	%)
Schematic Design Phase	«→Ten percent		«→10%	
Design Development Phase	«→Thirty	percent («→30	%)
Construction Documents Phase	«→Twenty Five	percent («→25	%)
Bidding or Negotiation Phase	«→Five	percent («→5	%)
Construction Phase	«→Twenty	percent («→20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«→Refer to Attached Exhibit B for Architect's discounted hourly rates for use with CES as the Buyer in a Three Party Agreement.

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~Zero~~ percent (~~0~~ %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of ~~Zero Dollars~~ (\$ ~~0~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~Thirty~~ (~~30~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~1.00~~ % ~~Monthly~~

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Client acknowledges that Architect will use a variety of electronic media in the course of creation of the construction documents, which may include, but not be limited to, Building Information Management (BIM) software, Computer Aided Drafting (CAD) software, three-dimensional modeling software, databases, spreadsheets and the like. Client acknowledges that these electronic files, while part of the instruments of service, are not

construction documents, and differences may exist between these electronic files and corresponding hard-copy construction documents. Virtual models of the project, while useful in the development of the design intent and instruments of service, are not to be construed as complete or accurate representations of all facets and details of the project and shall not be relied upon independent of the hard-copy construction drawings. Architect makes no representation as to the accuracy or completeness of the electronic files. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by Architect and/or its consultants and the electronic files, the signed or sealed hard-copy construction documents shall govern.

With Client's approval and completion by Client or Client's Contractor of Architect's form for Electronic File Release Indemnification, copies of electronic files for the project will be provided to the Client and/or the Contractor for their use. However, it is expressly understood that use of these electronic files is at the Client's and/or the Contractor's own risk, and the Client and/or Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect and its consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from the use of these electronic files, or changes made by anyone other than the Architect or its consultants, or from any transfer or reuse of the electronic files with the prior written consent of the Architect. Client and/or Contractor agree that by the use of these electronic files during construction, the Contractor is not relieved of the duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate the work with that of other contractors for the project.

Under no circumstances shall delivery of the electronic files for use by the Client and/or Contractor be deemed a sale by the Architect or its consultants, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect or its consultants be liable for any loss of profit or any consequential damages as a result of the Client's and/or Contractor's use or reuse of the electronic files. »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

«-»

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

- 13.2.3.1 AIA Document B101-2007, Exhibit A
- 13.2.3.2 Proposal from WJHW dated October 5, 2015

«-»

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

«-»«-»Dr. Steve McCleery, President

(Printed name and title)

(Signature)

«-»«-»Matthew McKim, AIA, Principal

(Printed name and title)

October 5, 2015

Matthew McKim, AIA
Dekker Perich Sabatini
7601 Jefferson NE, Suite 100
Albuquerque, NM 87109

VIA Email: MattM@dpsdesign.org

**Re: New Mexico Junior College (NMJC) – Phase 1 Recording & Music Technology Studios
Proposal for Specialty Design and Consulting Services**

Dear Matt:

Thank you for requesting this proposal for continuing consultative and design services for the initial phase-1 adaptive reuse project at New Mexico Junior College. Our proposal includes the professional services necessary to plan and coordinate the Acoustical and Technical Infrastructure for the above referenced project; it is prepared and offered by Wrightson, Johnson, Haddon & Williams, Inc. hereinafter known as "WJHW", to Dekker Perich Sabatini, hereinafter known as the "Architect". Our proposal is intended to form the basis of an agreement between the "Architect" and "WJHW" for the services and fees as described.

PROJECT UNDERSTANDING

It is our understanding that the overall project shall consist of a phase 1 adaptive reuse renovation and phase 2 future addition that will become the home of the new Recording and Music Technology Program at the College. WJHW's current proposal and scope will be limited to the phase 1 work in the following areas:

- Large-format recording studio, isolation booths, control room, and ancillary spaces
- Editing/production hardware and software teaching studio classrooms
- Technology laboratory classroom
- Entertainment lighting classroom

SCOPE OF EFFORTS

PROGRAMMING VERIFICATION/SCHEMATIC DESIGN PHASE (SD)

In this preliminary phase of work, we will:

- Meet with the Owner and Architect to develop an understanding of the design requirements which are unique to this project.
- Review the anticipated inventory of specialized Owner-selected and provided equipment intended for the facility.
- Assist the Architectural team in developing the essential functional and infrastructure requirements for the facility.
- Develop a written report/narrative for the technical infrastructure and building areas (for which we are responsible) that outlines the design options selected by the Owner and the Architect.
- Provide preliminary room acoustics and noise control recommendations.
- Provide pre-design opinions of probable cost for any supplemental equipment or sub-systems that may be required in addition to Owner-selected and provided studio equipment.

DESIGN DEVELOPMENT PHASE (DD)

Once the technical systems program and budgets have been approved by the Owner and Architect, we will:

- Develop coordination drawings showing the location of major facility features and equipment items.

- Provide acoustical and noise control analysis. Review and recommendations will be performed in conjunction with the Architect and the MEP engineer for inclusion in their DD documents.
- Coordinate the architectural, structural, and MEP infrastructure requirements for the technical systems with the appropriate Design Team members.
- Develop design narratives or equipment lists (i.e. FF&E) as appropriate for any supplemental equipment or sub-systems that may be required in addition to Owner-selected and provided studio equipment.
- Provide DD level narratives sufficient to describe the installation and integration scope that may be required to engage the services of a qualified contractor for the Owner-selected and provided studio equipment.

CONSTRUCTION DOCUMENT PHASE (CD)

Once the programming verification and budgets have been approved, WJHW will:

- Proceed with determining the detailed building requirements to implement the technical systems and essential facility functions.
- Iterate acoustical and noise control analysis, review and recommendations in conjunction with Architect and the MEP engineer for inclusion in their CD documents.
- Provide input to the design team on power and heat load requirements, typical device locations on floor and ceiling plans, final layouts in equipment rooms, and conduit distribution requirements for each of the technical systems for which we have been given responsibility.
- Coordinate the architectural, structural, and MEP infrastructure requirements for the technical systems with the appropriate Design Team members.
- Provide final equipment lists (i.e. FF&E) for any supplemental equipment or sub-systems that may be required in addition to Owner-selected and provided studio equipment.
- Provide a written specification sufficient to describe the installation and integration scope that may be required to engage the services of a qualified contractor for the Owner-selected and provided studio equipment.

BID REVIEW

WJHW will:

- Respond to bid questions, RFI's, etc.
- Review bids/proposals received for our design scope and provide an analysis based on compliance with the bid documents, contractor qualifications and value.

CONSTRUCTION ADMINISTRATION

Construction Administration begins with review of submittals. WJHW will:

- Assist in the review of substitutions, proposed changes, change orders, contractor's schedules and reports regarding work related to the systems for which we are responsible.
- Perform limited site visits and issue a written field report for distribution by the Architect.
- For acoustics, submittals and RFI's will not be approved or disapproved, rather a description of those items requiring action or a recommendation regarding technical qualification or action from an acoustical perspective will be provided
- Respond to RFI's as it relates to the systems for which we are responsible.
- Submittal review and approval of the successful contractor(s) one time for each discipline for which we are responsible.
- Participate in Substantial Completion and Final Completion inspections, including supplementing contractor's punch-lists.

SCOPE OF SERVICES

As part of WJHW's scope of services for each of the disciplines listed below, we will:

ARCHITECTURAL ACOUSTICS

- Work with the Owner and design team to set acoustical criteria based on user needs and expectations for room acoustics in each specialty space.
- Assist in the determination of the quantity, type and location of acoustical finishes within the room listed above.
- Assist in the coordination of acoustical materials so that they best integrate with the architectural design in a way that is aesthetically appropriate for the architectural design of the building.
- Help identify material selections and their acoustical properties for inclusion in the architectural construction documents.

ARCHITECTURAL NOISE CONTROL

- Identify critical areas within the architectural program of spaces where good sound isolation is required.
- Set Sound Transmission Class (STC) criteria for sound transmission in and out of the spaces, horizontally and vertically, as appropriate.
- Review the adjacent spaces for which potential sound isolation conflicts might occur and make architectural recommendations to help control the transfer of objectionable sound between these areas.
- Provide recommendations for the design, specification, and construction of partitions, doors, windows, wall penetrations, and other sound isolating elements to meet the expectations of noise control within the spaces identified in the Scope of Services.

MECHANICAL SYSTEM NOISE CONTROL

- Assign HVAC noise criterion (NC) values to the indoor, noise-sensitive spaces to meet Owner expectations and industry standards for acceptable background noise levels from mechanical equipment, for use by the Mechanical Engineer in their design efforts.
- Review the HVAC design prepared by the Mechanical Engineer to determine if the calculated noise levels meet appropriate HVAC noise criteria.
- Should any noise mitigation revisions to the design be warranted, we will work with the Mechanical Engineer and provide recommendations to reduce mechanical system noise to the desired level.
- Our vibration control recommendations will be for mechanical and electrical equipment.
- Excluded from this proposal are any efforts on vibration analysis on the fundamental building structure, vibration due to occupancy activities, external sources (i.e.; transportation), nor will we review the expected fundamental structural response to vibration in regards to appropriateness for various forms of occupancy or other uses. Our proposed scope of work anticipates this analysis will be performed by the Structural Engineer or other consultant.

ACOUSTICAL DELIVERABLES

- WJHW will provide verbal and written recommendations, as appropriate, with detail drawings in sketch form and manufacturer's cut sheets for use by the design team in developing working drawings.
- WJHW will review documents prepared by others at major milestones throughout the project to ensure the acoustical recommendations are included and meet design intent.

- A written report will be provided at these design review milestones indicating areas requiring additional attention as well as updates for products, details, and other items needed to complete construction documents.

STUDIO FACILITY CONSULTING

- Review the Architect's facility layouts and provide comments where necessary to ensure optimal facility functionality.
- Review and recommended on room shape, location, and layout of specialty studio and classroom spaces as they relate to performance and operational requirements.
- Provide recommendations on room shaping, seating area configurations and sightline reviews.
- Provide assistance in the development of control rooms, equipment rooms, and equipment mounting locations.
- Provide review and documentation of supplemental equipment that may be required to support the Owner-provided equipment and systems,
- Provide a single specification for inclusion in the construction documents that describes a specialty systems contractor's installation and documentation requirements for the Owner-provided technical systems. Design and specification of specific recording and audio production systems is excluded from the scope of this proposal.

INFRASTRUCTURE DESIGN

- Provide conduit distribution requirements for the following Owner-provided technical systems:
 - Audio Recording
 - Audio Production Hardware and Software
 - Entertainment Lighting Laboratory
 - Studio-to-Studio Interconnection
- Coordinate locations of equipment and controls for the systems with the Owner and appropriate members of the design team, depending on available space and user requirements.
- Provide infrastructure, power and HVAC requirements for each of the systems listed in this section.
- Work with the Owner and Architect for the integration of the required system components into the architectural design and coordinate them with the interior design.
- Augment the design team's construction documents with narratives or specifications defining the equipment and installation techniques to be employed in the installation of the studio systems, which will be integrated into the general construction bid package.

DESIGN SCHEDULE

WJHW has the staff and technical resources to provide our consultative and design services to maintain the current project schedule beginning mid-October 2015 with a 100% Construction Document released at the end of February 2016.

FEE

For the Construction Documents through Construction Administration Consultative and Design Services outlined above, we propose to provide these services for the following fixed fees plus reimbursable expenses:

Discipline	Design Services Fee
Acoustics, Sound Isolation & HVAC Noise Control	\$ 21,000
Facility and Infrastructure Design	\$ 18,000
TOTAL	\$ 39,000
Estimated travel expenses (not to exceed)	\$ 9,750

WJHW reserves the right to renegotiate our fee estimates should the project’s final program, design direction and scope differ from what is outlined above.

PROJECT TRIPS

The scope and fees shown above are predicated on up to a maximum of ten (10) man-days in Hobbs, New Mexico during the course of the project. Any additional trips or man-days requested or authorized by the Architect will be on an additional services basis, either hourly or for a negotiated fee plus reimbursable expenses.

PROJECT RELATED REIMBURSABLE EXPENSES

Project-related reimbursable expenses are considered to include but are not limited to coach airfare travel and fees, mileage at prevailing IRS rates, rental car, meals while traveling, printing, lodging, long distance telephone, expedited delivery, etc. and are invoiced in addition to our professional fees.

EXCLUSIONS

The following services are not a part of our basic services but can be addressed in an addendum to this proposal if deemed necessary:

- Design and specification of specific recording audio production systems. This proposal assumes the primary components are Owner selected and provided to work within the infrastructure designs provided by WJHW.
- Any design/redesign of systems that may become necessary to accommodate changes in the approved program after release of the CD documents.
- Attendance at regularly scheduled, i.e., weekly design or construction meetings.
- Staggered commissioning of any of the technical systems.
- Costs associated with sealing documents and/or preparation or coordination of Record Drawings.
- Systems’ designs and consultation outside of those spaces indicated within our Project Understanding section.

BIM TOOLS (REVIT) AND CAD COORDINATION STATEMENT

While WJHW will not provide drawings directly for use in the construction document set, our firm has the capability of reviewing and coordinating models in Revit for the design development and construction document phases as directed. All sketches shall be provided as PDF documents and details required for coordination/incorporation into other design documents shall be provided as AutoCAD drawing files.

OTHER PROJECT PROVISIONS

RESPONSIBILITIES

Value Engineering: If “value engineering” (cost reduction through eliminating, reducing or substitution) recommendations are made by any party that are contrary to WJHW’s recommendations or accepted practice and WJHW objects to any of these recommendations, WJHW will so state in writing.

If the Architect or Owner requires the incorporation of changes to the project documents to which WJHW has objected, the Architect and Owner agree, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney’s fees and the cost of defense, which arise in connection with or as a result of the incorporation of such changes required by the Architect or Owner.

Re-design: WJHW will perform programming, analysis and design work one time. If we are requested to provide re-design or value engineering changes, after our design is issued for bid and/or incorporated, due to something beyond our control (change in overall project budget, changes based on the Owner’s request, etc.), we would be pleased to comply on an additional services basis, either hourly or for a negotiated fee.

Additional Services: The need to perform Additional Services may arise as the Project proceeds. If that occurs, WJHW will notify the Architect for direction. Additional Services, if approved, shall be provided on either hourly basis or for a negotiated fee plus reimbursable expenses.

Seal: There is no “seal” for our design services; therefore, the contract documents produced will not be sealed by WJHW. As many of the technical systems that are designed by WJHW require close coordination with the electrical and structural engineers, these engineers may need to review and develop schedules and related documents for their seal.

Limitation of Professional Scope: Project Electrical Engineer will size all current-carrying conductors and related conduit. The Project Structural Engineer will specify all structural members and attachments to the structure.

Standard of Care: WJHW will endeavor to perform our services in accordance with generally accepted standards of practice in effect at the time of performance. WJHW owes no fiduciary responsibility to any party involved in this agreement.

Exclusion: Any services not specifically described in our scope of services as basic services are specifically excluded from the services that WJHW will provide on this assignment.

Limitations of Construction Responsibilities: WJHW shall not have control over, or charge of, and shall not be responsible for, construction, means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work. The Architect, Owner and General Contractor agree, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney’s fees and the cost of defense, which arise in connection with General Contractor’s failure to construct the residences per the recommendations provided by WJHW to the Architect.

INVOICING AND PAYMENTS

Unless otherwise stated in the proposal/agreement, WJHW will invoice monthly based on percentage of completion. Payment is due in full, without retainage within 30 days.

INSURANCE

WJHW carries Professional Liability, General Liability and Workers Compensation in accordance with typical requirements, and will, upon request, provide a certificate of insurance. Increases in insurance coverage limits beyond those which are carried by WJHW and the cost of adding additional insured’s to our policy as directed by Architect or the Owner will be invoiced as a reimbursable expense.

MISCELLANEOUS

Government Fees: The professional fees listed in the proposal/ agreement do not include any government-imposed fees, duties, taxes (excise or otherwise), accounting costs associated with computing these costs or other costs, which are not specifically contained within the professional fees or the reimbursable expenses. Any such fees or taxes, which are imposed on the professional services provided by WJHW, will be added to our invoices.

Indemnification: WJHW and Architect agree to indemnify and hold each other harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of defense), to the extent caused by the negligent acts, errors, or omissions of the other, or anyone for whose acts either of them may be legally liable.

Entire Agreement: This proposal/agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements. No waiver of modification to the terms of this agreement is valid unless contained in a written document signed by WJHW.

TERMINATION

This Agreement may be terminated by either party upon no less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement. This proposal is based on our current best understanding and expectations of the project requirements. If, after reading this proposal, you feel that modification of our proposed services is in order, we will work with you to arrive at a mutually agreeable scope of services and associated fees. Thank you for your time and for giving us the opportunity to prepare this proposal. Please let us know if you have any questions or need further information.

Best Regards,
Wrightson, Johnson, Haddon & Williams, Inc.



Fritz Schwentker, ASTC
Associate

ACCEPTED

By

Title

Date

NMJC Entertainment Technology Renovation
 Preliminary Project Schedule
 October 7, 2015

Task Name	Duration	Start	Finish	October	November	December	January	February	March	April	May	June	July	August	September
Programming	21 days	Tue 8/23/15	Mon 10/12/15	22 23 24 25 28	27 28 29 30 31	32 33 34 35	36 37 38 39	40 41 42 43 44	45 46 47 48	49 50 51 52	53 54 55 56	57 58 59 60 01	02 03 04 05	06 07 08 09	10 11 12 13 14
Schematic Design	21 days	Tue 10/13/15	Mon 11/2/15	29	30 31	1 2 3 4 5	6 7 8 9 10	11 12 13 14 15	16 17 18 19 20	21 22 23 24 25	26 27 28 29 30	31			
Design Development	42 days	Tue 11/3/15	Mon 12/14/15	30	1 2 3 4 5	6 7 8 9 10	11 12 13 14 15	16 17 18 19 20	21 22 23 24 25	26 27 28 29 30	31				
Construction Documents	42 days	Tue 12/15/15	Mon 1/25/16			1 2 3 4 5	6 7 8 9 10	11 12 13 14 15	16 17 18 19 20	21 22 23 24 25	26 27 28 29 30	31			
Bidding and Negotiation	37 days	Tue 1/26/16	Wed 3/2/16				1 2 3 4 5	6 7 8 9 10	11 12 13 14 15	16 17 18 19 20	21 22 23 24 25	26 27 28 29 30	31		
Construction	150 days	Thu 3/3/16	Sat 7/30/16						1 2 3 4 5	6 7 8 9 10	11 12 13 14 15	16 17 18 19 20	21 22 23 24 25	26 27 28 29 30	31
NMJC Move In	14 days	Sun 7/31/16	Sat 8/13/16											1 2 3 4 5	6 7 8 9 10

NEW MEXICO JUNIOR COLLEGE

Personnel Recommendation for Board Consideration

The following candidate is being recommended for employment as follows: Date October 1, 2015

Candidate's name Diana R. Juarez

Position title Recruiter for Automotive Technology

New position Existing position Classification Faculty Professional Other _____

Is candidate related to another NMJC employee? yes no If so, to whom Maria Juarez, mother

Effective date of employment 10/26/2015 Standard contract length 12 mos. 9 mos. other _____

Funding source 11000 2584 61301 102

Paid advertising beyond *standard HigherEdJobs.com

(*Standard: The Hobbs News-Sun, Direct Mail to approximately 51 colleges in a 5-state region, NM Dept. of Labor, NMJC Website, KLMA Radio & Lubbock TX Workforce Development Website)

Posted salary range \$35,595 – \$53,392 Recommended annual salary \$ 41,101 Prorated salary yes no

Account number(s) with respective % allocation(s) 11000 3042 61301 125 100%

Recommended and approved by:

Supervisor _____

Vice President _____

Dean/Director _____

President _____

Selection Committee Members: Sam Gilcrease – Professor of Automotive Technology – GM ASEP

Jill Henning – Professor of Nursing

Carol Marquez – Administrative Secretary – Automotive Technology/AVHS

Jeffrey Miller – Professor of Automotive Technology – GM ASEP

Kelley Williams – Professor of Automotive Technology – Ford ASSET

Cynthia Zambrelli – Counselor

Dr. Steve Hill – Acting Dean of Distance Learning & Professional Studies

Comments: Ms. Juarez, with a B.A. in Psychology and Sociology and with approximately four and one half years of experience

meets and/or exceeds the minimum requirements for this position.

ABBREVIATED RESUME

Position

Recruiter for Automotive Technology

Personal Data

Name: Diana R. Juarez

Education

B.S., Eastern New Mexico University, Portales, NM, 2011
Major: Psychology and Sociology

A.S, New Mexico Junior College, Hobbs, NM, 2009
Major: Psychology

Professional Experience

New Mexico Junior College, Hobbs, NM Admissions Specialist Part-time Assistant Secretary (ACTA)	9/17/2012 to present 08/2008 to 01/2010
Guidance Center of Lea County, Inc., Hobbs, NM Juvenile Community Corrections Case Manager	02/2012 to 06/2012
Eastern New Mexico University, Portales, NM Part-time Student Success Center - TRIO Level I Student Mentor	02/2010 to 12/2011
City of Hobbs, Hobbs, NM Part-time Basketball Supervisor (8 week summer program)	2007 to 2011

Honors and Awards

Mu Alpha Theta
New Mexico Junior College Campus Ambassador
Chesapeake Scholarship
Honor's Scholarship

Associations

New Mexico Activities Association - Certified Volleyball and Basketball Referee



New Mexico Junior College

Career Opportunities

Position Announcement • August 2015

Position Title: Recruiter for Automotive Technology

Position Description: This position reports to the Dean of Distance Learning and Professional Studies and is responsible for recruiting students for both the Ford and General Motors automotive programs at New Mexico Junior College. Duties and responsibilities shall be, but are not limited to, the following: (1) Develop professional relationships with dealership personnel, high school automotive faculty, high school counselors, prospective students, and parents of students during the recruiting phase; (2) Substantial travel is required; (3) Achieve the goal of recruiting students for both Ford and GM start-up classes (4) As assigned, participate in college service through standing and ad hoc committees; (5) Post and maintain supervisor approved itinerary each week; (6) Within approved budget parameters, participate in a process of continual personal and professional improvement; (7) Actively participate in the institutional goals and objectives designed to support the mission of the college; and, (8) Nothing contained herein shall limit the President in assigning the employee to any of the various college activities for which he/she would be qualified in order to meet the needs of New Mexico Junior College.

Qualifications: Bachelor's degree preferred. Candidates with automotive industry related experience preferred. All degrees must be from a regionally accredited institution. Candidate must be willing to pursue a professional development plan, which may include technical updating as well as other professional development activities. Computer proficiency is required.

Salary/Benefits: This is a 12 month professional position with a starting salary range of \$35,595.00 to \$53,392.00 and is commensurate with education and experience. Standard NMJC benefits apply.

Application Deadline: Open until filled. Interviews will be conducted by a selection committee and will commence upon receipt of completed applications by qualified applicants. To ensure consideration, all application materials must be received as soon as possible.

To Apply: Submit NMJC application form on line at www.nmjc.edu (under Employment Opportunities) and attach the following: a letter of application (cover letter), your resume, unofficial transcripts for all degrees listed on resume (official transcripts required prior to employment), three references with current addresses and phone numbers.

**Human Resources
New Mexico Junior College
1 Thunderbird Circle
Hobbs, NM 88240**

New Mexico Junior College is an Equal Opportunity Affirmative Action Employer and does not discriminate in its educational and employment policies and procedures with regard to race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, or veteran status. Qualified minority applicants are encouraged to apply.

For information concerning employment, please contact the Human Resources Office at (575) 492-2791. For information concerning Section 504 accessibility, contact the Special Needs Coordinator in the Counseling Department at (575) 492-2576.

"Equal Opportunity Education and Employment"

1 Thunderbird Circle, Hobbs, NM, 88240 • Phone: (505) 492-2793 • Fax: (505) 492-2796 • Toll Free: 1-800-657-6260 • E-mail: mehernandez@nmjc.edu