

Regular Meeting-Board of Trustees
Midland College
June 23, 2026 4:00 pm
Gibson Board Room

AGENDA

Call to Order

Public Comments

Division Presentation – WRTTC presented by Dr. Frank De La O and Matt Tarpley

Consent Agenda

- A. Minutes of the Board Meeting on May 19, 2026
- B. Monthly Financial Reports through May 31, 2026

Action Items

- A. Investment Report for Quarter Ended May 2026
- B. Review of the 2026-2027 Preliminary Budget
- C. Gensler Approval
- D. CMAR Process Selection
- E. Leasing Agreement – Vehicles
- F. Tennis Lighting
- G. Purchase of Equipment – Skid Steer and Excavator
- H. Salary Supplements – TWC for Pre-K Academy and Helen L. Greathouse Childcare
- I. SyGlass
- J. Turfing the Chap Center Berms
- K. New Faculty Contract
- L. Revisions to LOCAL Policies – BBC-Board Members: Vacancies and Removal from Office, BGC-Administrative Organization: Councils and Faculty Senates, CS-Information Security, FB-Admissions, FDA-Tuition and Fees: Residency

President's Updates

- A. Monthly Donation Report
- B. Employment of Non-Contractual Full-Time Employees
- C. Resignations – Full-Time Non-Contractual and Contractual Employees at the End of the Contract Term
- D. CAHIIM Accreditation
- E. Athletics Staffing Update
- F. Capital Campaign
- G. TACCBO Leadership Update
- H. July Special Meeting
- I. Upcoming Events –Next Board Meeting August 18th, 2026

Executive Session

The Board will convene into Executive Session under the provision of Texas Government Code §551.074 (Personnel Matters) and §551.072 (Real Property). The Executive Session will not be open to the public.

Other Business

- A. Consideration of Renewal of President's Contract

Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, subchapters D and E or Texas Government code §418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions or decisions will be taken in open meeting.

COMMUNICATIONS TO THE BOARD

1. **Call to Order**
2. **Public Comments**
3. **Division Presentation – WRTTC presented by Dr. Frank De La O and Matt Tarpley**

4. **Consent Agenda**

- A. Minutes of the Board Meeting on May 19, 2026
- B. Monthly Statements of Revenues and Expenses through May 31, 2026

5. **Action Items**

- A. Investment Committee Report – Quarter Ending May 31, 2026
Will be provided at meeting.

- B. Review of the 2026-2027 Preliminary Budget

- C. Gensler Approval

Administration requests approval to enter into an agreement with Gensler for architectural and design services associated with the Applied Technology project. The agreement establishes the scope, schedule, and compensation for professional services necessary to advance design, procurement, and construction of the project.

This agreement is based on a total anticipated construction budget for the Project is estimated between approximately \$47.4 million (\$300/sq. ft.) and \$53.68 million (\$300/sq. ft.), inclusive of site development and associated infrastructure improvements.

Funding for this agreement will be supported through Oil and Gas Revenue, consistent with the institution's capital funding strategy.

- D. CMAR Process Selection

The administration recommends that the Board of Trustees approve the Construction Manager at Risk (CMAR) delivery method as the procurement method for construction services for the Applied Technology Complex. This method is recommended as it provides the best value to the College through early contractor involvement, enhanced cost control, and improved project scheduling.

- E. Leasing Agreement – Vehicles

Administration requests approval to partner with Enterprise Fleet Management to implement a comprehensive fleet replacement and management program utilizing an equity lease structure. This program will modernize the College's fleet, improve safety and operational efficiency, and establish a sustainable vehicle lifecycle.

Funding for this program will be supported through budgeted funds for Fiscal Year 2026–2027 and future fiscal years, aligned with the College's operational and capital replacement planning for fleet assets.

- F. Tennis Lighting

Administration requests approval to award the construction contract to OPREX Construction, LLC for the Midland College Tennis Court Lighting Project in the amount of \$286,000.

Funding for this project will be provided through donations designated for improvements to the College's tennis facilities.

- G. Purchase of Equipment – Skid Steer and Excavator

Administration requests approval to purchase heavy equipment from ASCO Equipment,

including one Case skid steer and one Case mini excavator, to support campus operations and maintenance functions. The total cost of this purchase is \$123,125 with funding provided through current operation budgeted funds for Fiscal Year 2026-2027.

H. Salary Supplements – TWC for Pre-K Academy and Helen L. Greathouse Childcare Administration requests approval of salary supplements totaling \$17,900 provided by Permian Basin Workforce Development Board (PBWDB) for longevity incentive for local child care facilities to be distributed among 23 eligible employees in accordance with Board Policy DEA (Legal and Local).

I. SyGlass
Administration requests approval to procure virtual reality instructional software, curriculum content, hardware, and related training services from IstoVisio, Inc. to support enhanced instructional delivery and immersive learning environments across relevant instructional programs and disciplines.

Funding for the purchase will be provided by a grant from the Abell-Hanger Foundation.

J. Turfing the Chap Center Berms
Administration requests approval to enter into an agreement with Symmetry Sports Construction for the installation of synthetic landscape turf on the berms at the Chap Center. The base bid for the project is \$411,432, with optional upgrade for custom logo for \$64,664.

Funding for this project will be provided through current budgeted funds for Fiscal Year 2026–2027, consistent with planned campus improvement and facility enhancement initiatives.

K. New Faculty Contract
Dr. Kennedy recommends the Board approve the contract for the faculty member listed below. Notwithstanding said Board action, no contract of employment shall be or become in effect unless and until signed by the President, on behalf of the College, and by said employees and delivered to the President.

Lacy Marrow	Faculty-English
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L. Revisions to LOCAL Policies – BBC-Board Members: Vacancies and Removal from Office, BGC-Administrative Organization: Councils and Faculty Senates, CS-Information Security, FB-Admissions, FDA-Tuition and Fees; Residency
Enclosed are proposed changes to the above LOCAL Policies. Explanatory Notes for policy revisions are included as are policy mark-ups reflecting changes.

These policy updates are recommended by the administration and have been developed with the assistance of TASB personnel.

6. President’s Updates

A. Monthly Donation Report
Enclosed from May 12, 2026 to June 15, 2026

B. Employment of Non-Contractual Full-Time Employees
For your information, Dr. Kennedy has approved the full-time non-contractual employment of the following individuals in the positions shown.

Julio Aguilar	Coordinator - Purchasing
Bella Goodman	Accounting Specialist – Foundation
Asael Martinez Coronado	Police Officer
Allie Mitchell	Coordinator – AEL
Juan Zarate	Grounds I

For your information, Dr. Kennedy has approved the full-time non-contractual employment changes of the following individuals to the positions shown.

Kellina Driver	Administrative Assistant III – VP of Strategy and
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Olivia Garza	Analytics
Geraldyn Kenimer	Coach – Softball
Rebecca Loya	Director – Payroll
Liliana Orcutt	Division Coordinator – Applied Technology
	Administrative Assistant III – VP of Administrative Services
Shelby Marquez	Recruiter
Selena Torres	Administrative Assistant II – Dean of Admissions, Advising and Retention

C. Resignations

For your information, the following resignations have been received and were approved from the following full-time employees who held the positions shown.

Rosemary Cenicerros	Assistant Teacher Pre K Academy
Lexi Chambers	Assistant Teacher Pre K Academy
Aylin A Perez Gonzalez	Assistant Teacher Pre K Academy
Maranda Hakala	Teacher Pre K Academy
Cory Hill	Assistant Coach Basketball
Michael Houston	Faculty Energy Technology
Meagan Magee	Teacher Pre K Academy
Ricky Randle	Grounds Working Foreman

D. CAHIIM Accreditation

E. Athletics Staffing Update

F. Capital Campaign

G. TACCBO Leadership Update

H. July Special Meeting

I. Upcoming Events –Next Regular Board Meeting August 18th, 2026

7. Executive Session

The Board will convene into Executive Session under the provision of Texas Government Code §551.074 (Personnel Matters) and §551.072 (Real Property). The Executive Session will not be open to the public.

8. Other Business

A. Consideration of Renewal of President’s Contract

9. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, subchapters D and E or Texas Government code §418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions or decisions will be taken in open meeting.

**Regular Meeting Minutes
Board of Trustees
Midland College
May 19, 2026 4:00 pm**

A regular meeting of the Board of Trustees of Midland College was held May 19, 2026, beginning at 4:00 p.m. in the Gibson Board Room at 3600 N. Garfield Midland, TX 79705.

Chair Steve Kiser called the meeting to order at 4:00 p.m. Other members present included Mr. Scott Lynch, Ms. Linda Cowden, Mrs. Christine Foreman, Mr. Scott Kidwell, Mr. Adrian Carrasco, and Mr. Jacobe Kendrick.

Those absent include Mr. Mike Oestmann, and Ms. Charlene McBride.

Public Comments

There were no public comments.

Division Presentation – C3 presented by Lori Haltom

The College & Career Connections (C3) department, led by Lori Haltom, reported extensive student engagement and support activities aimed at improving college readiness and dual credit participation. Last year, the team met with approximately 13,000 students through classroom presentations, small groups, and one-on-one advising, providing academic planning, dual credit guidance, and assistance with applications, course management, and college systems. Outreach initiatives included senior campus visits that significantly improved registration rates, AVID tours for middle school students to promote early college awareness, and large-scale events such as Science Extravaganza, which served over 1,000 students.

These efforts contributed to measurable growth in student outcomes, including a 40% increase in student visits, a 71% increase in dual credit enrollment, a 13% increase in MISD graduates enrolling at Midland College, and a 99% increase in students earning transfer credit. Additional programming, such as career nights, FAFSA support, parent engagement, and campus tours, further strengthened the college-going pipeline. Overall, C3 continues to enhance access, participation, and student success through comprehensive advising and targeted outreach.

Dual Credit Data Overview presented by Tom Glenn

Tom Glenn, VP of Strategy & Analytics, provided a data-focused review of dual credit outcomes and student impact. Research highlighted dual credit as a strong predictor of postsecondary success, with participating students more likely to persist in college, complete credentials, and earn higher wages compared to peers. Institutional data showed continued growth in both overall and dual credit enrollment across fall and spring terms, as well as increases in career and technical education (CTE) and transfer-track participation.

A snapshot of the MISD Class of 2025 demonstrated the program's impact: 35% of graduates completed dual credit coursework, with many enrolling at Midland College or other institutions, and others earning workforce credentials prior to graduation. Overall, 68% of dual credit students either entered college or completed a credential, reinforcing the program's effectiveness in improving college access and readiness, while the district's college-going rate remained consistent with the state average.

Consent Agenda

Mr. Carrasco made a motion to approve the consent agenda. Mr. Lynch seconded the motion, and the motion carried unanimously.

- A. Minutes of the Special Board Meeting on April 21, 2026
- B. Minutes of the Board Meeting on April 21, 2026
- C. Monthly Statements of Revenues and Expenses through April 30, 2026

Action Items

- A. Comprehensive Review of AY 2025-26 General Education Curriculum

Mr. Kidwell made a motion to approve AY 2025-26 General Education Curriculum with the addition of EDUC 1300. Mrs. Foreman seconded the motion and all those present were in favor.

State statute and applicable accreditation standards require colleges to maintain a General

Education (Core) Curriculum that is foundational to a sound postsecondary education, supports workforce and civic preparation, and ensures a breadth of knowledge across disciplines.

The existing General Education (Core) Curriculum is currently in use and aligned with state requirements, accreditation expectations, and the College's mission to support student success. No revisions to the curriculum are proposed at this time.

B. Additional Cost for Fire Suppression System for Residence Halls

Mr. Carrasco made a motion to approve a change proposal with Mid-Tex of Midland, Inc. for the installation of a fire suppression system as part of the ongoing dormitory renovation project at O'Shaughnessy Hall. Mr. Lynch seconded the motion, and the motion carried unanimously.

This change proposal will increase the existing dorm renovation contract by \$472,136.70, resulting in a revised total contract amount of \$10,574,340.70 (from \$10,102,204 current/\$10,430,154 original). Of the total \$144,186.70 increase, \$85,573.13 will be funded from the College's current fund balance. The remaining cost of \$58,613 will be funded from the remaining contingency in the existing project budget.

C. New Faculty Contract

Mrs. Foreman made a motion to approve the contract for the faculty member listed below. Notwithstanding said Board action, no employment agreement shall be or become in effect unless and until signed by the President, on behalf of the College, and by said employee and delivered to the President. Mr. Kidwell seconded the motion and the motion passed 7-0.

Maria Mateus

Faculty-Mathematics

President's Updates

A. Monthly Donation Report

Enclosed from April 15, 2026 to May 11, 2026.

B. Employment of Non-Contractual Full-Time Employees

For your information, Dr. Kennedy approved the full-time non-contractual employment of the following individuals in the positions shown.

Donte Arredondo	Academic Advisor – Pathways
Alena Coleman	Dean of HSDC & CE
Lauren Goldsmith	Accounts Payable - Specialist

For your information, Dr. Kennedy approved the full-time non-contractual employment changes of the following individuals to the positions shown.

Kayle Baltier	Lead Pathways
Rita Brady	Administrative Assistant III-VP of Instruction
Paola Castro	Manager Training & Development
Stephanie Drese	Director of Dual Credit Services
Abigail Phillips	Director of Adult Education and Literacy
Stephanie Williams	Assistant Director-Manor Park Children's Center

For your information, Dr. Kennedy approved the full-time contractual employment changes of the following individuals to the positions shown.

Krista Geesman	Faculty-Sonography
Dann Schantz	Faculty-Engineering
Luis Zamarripa	Faculty-CADD

C. Resignations

For your information, the following resignations were received and approved from the following full-time employees who held the positions shown.

Karen Hilbert

Administrative Assistant III-Vice President of

Dania Montes
Martin Pacheco
Linda Perez

Strategy & Analytics
Coordinator-PPDC
Faculty-Energy Technology-WRTTC
Faculty-Office Systems Technology IT-WRTTC

D. Upcoming Events – Next Board Meeting June 23rd, 2026

Executive Session

At 4:49 p.m. the Board convened into Executive Session under the provision of Texas Government Code §551.072 (Real Property). The Executive Session was not open to the public.

At 5:44 p.m. the Board convened into open session. No action was taken.

Adjournment

The Board adjourned at 5:45 p.m.

DATED AND APPROVED THIS 23rd DAY OF JUNE, 2026.

CHAIRPERSON, BOARD OF TRUSTEES
MIDLAND COMMUNITY COLLEGE TRUSTEES

ATTEST:

SECRETARY, BOARD OF TRUSTEES
MIDLAND COMMUNITY COLLEGE DISTRICT

Midland College
Comparative Year-To-Date Operating Revenues
May 31, 2026
(75% of Year Completed) Unaudited

Source of Funds	Fiscal Year 2024-2025			Fiscal Year 2025-2026		
	Total Received	Actual thru May	Percent Received	Original Budget	Actual thru May	Percent Received
State Appropriation	11,731,083	8,858,517	75.51%	10,059,226	7,675,716	76.31%
Ad Valorem Taxes	43,127,550	42,138,496	97.71%	45,748,517	46,440,561	101.51%
Tuition and Fees	10,763,428	10,529,470	97.83%	11,854,813	15,172,099	127.98%
Other Income	6,387,071	5,127,123	80.27%	5,048,275	20,237,970 *	400.89%
Auxiliary	1,211,830	1,116,716	92.15%	1,355,500	1,315,420	97.04%
Total Unrestricted and Auxiliary	73,220,962	67,770,322	92.56%	74,066,331	90,841,766	122.65%
Restricted Funds	23,263,908	13,898,525	59.74%	14,485,653	15,957,147	110.16%
Total Revenue	96,484,870	81,668,847	84.64%	88,551,984	106,798,913	120.61%

Midland College
Comparative Year-To-Date Operating Expenses
May 31, 2026
(75% of Year Completed) Unaudited

	Fiscal Year 2024-2025			Fiscal Year 2025-2026		
	Total Expended	Actual thru May	Percent Expended	Original Budget	Actual thru May	Percent Expended
Instruction	20,261,148	15,274,281	75.39%	22,001,683	15,981,862	72.64%
Public Service/Extension	4,283,332	2,911,571	67.97%	4,670,362	3,363,658	72.02%
Academic Support	7,420,744	5,427,439	73.14%	8,351,451	5,055,077	60.53%
Student Services	5,296,080	3,788,024	71.53%	5,819,650	3,915,492	67.28%
Institutional Expense	13,023,339	8,962,592	68.82%	14,789,126	10,024,727	67.78%
Physical Plant	13,427,252	7,639,896	56.90%	11,417,632	12,172,956 *	106.62%
Auxiliary	5,213,201	4,057,030	77.82%	5,371,177	4,197,442	78.15%
Transfers	3,820,193	1,386,566	36.30%	1,645,250	1,323,074	80.42%
Total Unrestricted and Auxiliary	72,745,289	49,447,399	67.97%	74,066,331	56,034,288	75.65%
Restricted Funds	24,182,716	21,293,337	88.05%	14,485,653	19,947,378	137.70%
Total Current Fund Expenses	96,928,005	70,740,736	72.98%	88,551,984	75,981,666	85.80%

* See Dorm Project Expenditure Report

Midland College
Comparative Year-To-Date Operating Expenses
By Natural Expense Classification
Unrestricted and Auxiliary Funds Only
May 31, 2026
(75% of Year Completed) Unaudited

	Fiscal Year 2024-2025			Fiscal Year 2025-2026		
	Total Expended	Actual thru May	Percent Expended	Amended Budget	Actual thru May	Percent Expended
Salaries & Benefits						
Non-Faculty Salary-FT	19,200,022	13,419,865	69.90%	21,887,719	15,005,962	68.56%
Non-Faculty Salary-PT	1,171,513	840,130	71.71%	1,655,548	710,565	42.92%
Faculty & Lab Salaries-FT	11,454,248	8,537,627	74.54%	12,954,407	8,881,760	68.56%
Faculty & Lab Salaries-PT	4,304,995	3,282,176	76.24%	3,832,442	3,708,847	96.78%
Staff Benefits	8,554,036	6,337,734	74.09%	8,779,554	6,683,290	76.12%
Subtotal Salaries & Benefits	44,684,814	32,417,532	72.55%	49,109,670	34,990,424	71.25%
Contracted Services	5,618,388	4,413,665	78.56%	3,851,813	2,928,436	76.03%
Utilities	1,806,358	1,075,157	59.52%	1,945,400	1,300,205	66.83%
Supplies and Consumables	1,805,374	1,195,224	66.20%	2,047,170	1,273,090	62.19%
Other Operating	8,443,999	6,553,444	77.61%	12,055,500	6,375,406	52.88%
Travel & Professional Development	610,983	473,877	77.56%	829,727	298,522	35.98%
Equipment and Capital Outlay	4,642,766	690,268	14.87%	1,036,933	6,284,114 *	606.03%
Scholarships & Financial Aid (Unrestricted)	1,312,414	1,241,666	94.61%	1,544,868	1,261,017	81.63%
Debt Covenant and Other Transfers	3,820,193	1,386,566	36.30%	1,645,250	1,323,074	80.42%
Total Unrestricted and Auxiliary	72,745,289	49,447,399	67.97%	74,066,331	56,034,288	75.65%

Midland College
Approved Projects from Net Position Reported in Operating Expenses
May 31, 2026
(75% of Year Completed) Unaudited

Fiscal Year 2025-2026

	<u>Original Approved</u>	<u>2024-2025 Actual</u>	<u>Actual thru May</u>	<u>Percent Expended</u>
Dorm Renovation Project				
Reported within Physical Plant / Equipment & Capital Outlay	10,430,154	2,810,910	6,131,496 *	85.74%

Midland College
Drilling Revenue Received
May 31, 2026
(75% of Year Completed) Unaudited

Fiscal Year 2025-2026

	<u>Per</u> <u>Agreement</u>	<u>Received thru</u> <u>May</u>
Surface Use Agreement	35,000,000	15,000,000
Lease Bonus	665,750	665,750
Royalty Income	-	319,476
Total	35,665,750	15,985,226

Midland College
Approved Purchase Orders \$50,000 - \$100,000
May 31, 2026
(75% of Year Completed) Unaudited

<u>Purchas Order Number</u>	<u>Vendor</u>	<u>Description/Project</u>	<u>Amount</u>	<u>Date Approved</u>	<u>State Purchasing Method</u>
25415	Officewise Commercial Interiors LLC	Furniture (Tables and Chairs) for Cogdell	99,991	5/28/2026	Omnia Partners

Midland College
2026-2027 Preliminary Budget
Unrestricted and Auxiliary Funds

	2025-2026 Budget	%	2026-2027 Preliminary	%	Difference to Current	% Diff Inc/(Dec)
Revenue						
State Funds	\$ 11,409,226	15.40%	\$ 11,605,902	14.69%	\$ 196,676	1.72%
Federal Funds	60,000	0.08%	60,000	0.08%	-	0.00%
Local Funds						
Tuition and Fees	11,854,813	16.01%	12,854,813	16.27%	1,000,000	8.44%
Property Taxes	45,748,518	61.77%	49,505,196	62.65%	3,756,678	8.21%
Other Local Income	4,993,775	6.74%	4,993,775	6.32%	-	0.00%
Total Revenue	74,066,332		79,019,686		4,953,354	6.69%
Expenditures						
Salaries						
Non-Faculty Salaries-FT	\$ 21,862,719	29.52%	\$ 23,410,502	29.63%	\$ 1,547,783	7.08%
Non-Faculty Salaries-PT	1,394,394	1.88%	1,704,046	2.16%	309,652	22.21%
Faculty and Lab Salaries-FT	12,954,407	17.49%	14,139,688	17.89%	1,185,281	9.15%
Faculty and Lab Salaries-PT	3,891,007	5.25%	3,983,957	5.04%	92,950	2.39%
Salaries (Local)	\$ 40,102,527	54.14%	\$ 43,238,193	54.72%	\$ 3,135,666	7.82%
Staff Benefits (Local)	8,839,555	11.93%	9,466,688	11.98%	627,133	7.09%
Total Salaries and Benefits	48,942,082	66.08%	52,704,881	66.70%	3,762,799	7.69%
Contracted Services	\$ 3,871,853	5.23%	\$ 3,904,953	4.94%	\$ 33,100	0.85%
Utilities	1,945,400	2.63%	1,945,400	2.46%	-	0.00%
Supplies and Consumables	2,088,979	2.82%	2,441,245	3.09%	352,266	16.86%
Other Operating Expenditures	12,202,042	16.47%	12,828,295	16.23%	626,253	5.13%
Travel & Professional Development	813,405	1.10%	882,339	1.12%	68,934	8.47%
Equipment (Capital & Noncapital)	1,026,191	1.39%	1,136,191	1.44%	110,000	10.72%
Scholarships	1,533,350	2.07%	1,533,350	1.94%	-	0.00%
Debt Covenant and Other Transfers	1,643,032	2.22%	1,643,032	2.08%	-	0.00%
Total Expenditures and Transfers	\$ 74,066,332		\$ 79,019,686		\$ 4,953,353	6.69%



Midland College

Purchase Request
Regular Board Meeting June 23, 2026
Consideration of Gensler Architect Services Agreement (AIA)
Amount: \$3,021,829 + Reimbursables

PURCHASE RECOMMENDATION

Request

Administration requests approval to enter into an agreement with Gensler for architectural and design services associated with the Applied Technology project. The agreement establishes the scope, schedule, and compensation for professional services necessary to advance design, procurement, and construction of the project.

Background

The Project is planned as a workforce training and academic facility utilizing a Pre-Engineered Metal Building (PEMB) delivery approach aligned with programmatic needs and cost efficiencies. It is intended to include a mix of industrial training environments and academic support spaces designed to support workforce-based instructional programs.

The delivery method is anticipated to be Construction Manager at Risk (CMAR), with a phased procurement strategy that allows for overlapping design, permitting, and construction activities to accelerate completion.

The agreement also reflects coordination with existing campus infrastructure and previously completed planning efforts, ensuring alignment with institutional priorities and long-term campus development plans.

Funding Source

This agreement is based on a total anticipated construction budget for the Project is estimated between approximately \$47.4 million (\$300/sq. ft.) and \$53.68 million (\$300/sq. ft.), inclusive of site development and associated infrastructure improvements.

Funding for this agreement will be supported through Oil and Gas Revenue, consistent with the institution's capital funding strategy.

Next Steps

Upon Board approval, the College will execute the agreement and authorize the architect to begin Basic Services. Immediate next steps will include initiation of design development activities, refinement of project scope and cost estimates, and coordination with the Construction Manager at Risk procurement process.

Subsequent milestones will include completion and approval of design documents, phased permitting, and progression into construction, with continued updates provided to the Board at key project milestones.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Fourth day of June
. in the year 2026
(In words, indicate day, month and year.)

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

Midland College
3600 N. Garfield
Midland, TX 79705

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

M. Arthur Gensler ("Gensler")
229 E Houston St #200
San Antonio, TX 78205

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

Career and Technical Education Phase I
Project Site located North of campus off Garfield Avenue and north of MC PB 2

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

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3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Project consists of the planning, design, and documentation for Phase 1 of Midland College's Career and Technical Education expansion utilizing three Pre-Engineered Metal Buildings (PEMBs) to support workforce training programs. The facilities are anticipated to include approximately two 38,400 SF buildings and one approximately 48,000 SF building and will house Welding, Diesel and Heavy Equipment Truck/Trailer, and Petroleum Energy Automation/Natural Gas programs. The Project will include interior build-outs, structural coordination, mechanical, electrical, plumbing, fire protection, and civil engineering services associated with the development of the facilities and supporting infrastructure.

The buildings are intended to function primarily as high-bay industrial training environments with large open lab areas, roll-up doors, and limited conditioned space, while providing conditioned classroom and office areas that support fluid interaction between classroom instruction and hands-on training. Specialized program requirements include welding exhaust and gas systems, heavy electrical distribution, overhead crane and hoist systems, pull-through vehicular access, and associated technical infrastructure.

The Project site is located north of an existing roadway on the Midland College campus and will include associated site development including parking, service roads, drainage improvements, utility coordination, fire protection infrastructure, and potential roadway improvements. The Owner has indicated that prior programming efforts and approximately 50% Construction Documents from a previous bond initiative will be made available to the design team

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for evaluation and adaptation into the PEMB delivery approach.

The anticipated project delivery method is Construction Manager at Risk (CMAR), with early involvement of the PEMB subcontractor to support cost alignment, schedule management, and coordination of the structural bay system with the interior program layout. The target completion for the Project is Fall 2028.

§ 1.1.2 The Project’s physical characteristics:

(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Project is anticipated to utilize a Pre-Engineered Metal Building (PEMB) structural system organized to align efficiently with the program layout and structural bay spacing in order to support cost control and constructability objectives. The facilities are expected to include a combination of industrial training environments and academic support spaces designed to accommodate workforce-based instructional programs.

The Project will incorporate specialized operational and infrastructure requirements associated with technical training environments, including overhead crane systems, industrial ventilation and extraction systems, enhanced power distribution, compressed gas systems, and vehicular access accommodations necessary for instructional use. The facilities are also anticipated to include a combination of conditioned and unconditioned environments based on programmatic needs and budget considerations.

The Project site development is anticipated to include supporting infrastructure improvements associated with circulation, drainage, utilities, fire protection, and campus access. Coordination with existing campus infrastructure and previously completed planning studies will be incorporated into the design process as appropriate.

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner’s anticipated construction budget for the Cost of the Work is estimated to be between **\$47,440,000 and \$53,680,000**, based on approximately 124,800 square feet of new construction and an estimated building cost range of **\$300 to \$350 per square foot**. The Owner has indicated that the planned budget for Site Cost is approximately \$10,000,000. The parties acknowledge that this budget is preliminary and subject to refinement as the design progresses and additional project information becomes available.

The anticipated budget for construction is currently understood as follows:

Component	Estimated Cost
Building Construction (\$300/SF)	\$37,440,000
Building Construction (\$350/SF)	\$43,680,000
Site Development Allowance	\$10,000,000
Total Project Budget Range	\$47,440,000 – \$53,680,000

The Owner has indicated that Furniture, Furnishings and Equipment (FF&E) may be procured separately from the Cost of the Work. Site development costs are anticipated to include roadway improvements, parking, drainage infrastructure, utility extensions, and other supporting civil improvements.

Consistent with Article 6, the Architect shall evaluate the Project during the design process and advise the Owner if programmatic, technical, or market conditions indicate that modifications to the Project scope, quality, schedule, or budget may be necessary to maintain alignment with the Owner’s budget objectives.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

- | | |
|--------------------------------------------------------------------|-------------------------------------------|
| a) Start of Basic Services | Est. June 24, 2026 |
| b) Submission of Design Development Documents | Est. September 16, 2026 (12 weeks from a) |
| c) Approval of Design Development Documents | Est. September 23, 2026 (1 weeks from b) |
| d) Submission of Construction Documents Phase I (Site) | Est. January 13, 2027 (16 weeks from c) |
| e) Approval of Construction Documents Phase I (Site) | Est. January 20, 2027 (1 weeks from d) |
| f) Submission of Construction Documents Phase II (Building A) | Est. January 27, 2027 (2 weeks from d) |
| g) Approval of Construction Documents Phase II (Building A) | Est. February 03, 2027 (1 weeks from f) |
| h) Submission of Construction Documents Phase III (Building B & C) | Est. February 10, 2027 (2 weeks from f) |
| i) Approval of Construction Documents Phase III (Building B & C) | Est. February 17, 2027 (1 weeks from h) |
| j) Approval for Permit Phase I (Site) | Est. March 17, 2027 (8 weeks from e) |
| k) Bidding and Negotiation Completion Phase I (Site) | Est. March 17, 2027 (8 weeks from e) |
| l) Approval for Permit Phase II (Building A) | Est. March 31, 2027 (8 weeks from g) |
| m) Bidding and Negotiation Completion Phase II (Building A) | Est. March 31, 2027 (8 weeks from g) |
| l) Approval for Permit Phase III (Building B & C) | Est. April 14, 2027 (8 weeks from i) |
| m) Bidding and Negotiation Completion Phase III (Building B & C) | Est. April 14, 2027 (8 weeks from i) |

.2 Construction commencement date:

- | | |
|----------------------------------------------------------------|----------------------------------------|
| n) Start of Construction Admin | Est. February 3, 2027 (2 weeks from e) |
| o) Substantial Completion Phase I and II (Site and Building A) | Est. March 29, 2028 (60 weeks from n) |
| p) Substantial Completion Phase III (Building B & C) | Est. June 07, 2028 (12 weeks from o) |

.3 Substantial Completion date or dates:

- | | |
|--------------------------------------------------------------------------|----------------------------------------|
| q) FFE Install Phase I and II (Site and Building A): Not included in Fee | Est. June 21, 2028 (12 weeks from o) |
| q) FFE Install Phase III (Buildings B & C): Not included in Fee | Est. August 30, 2028 (12 weeks from p) |
| r) Completion of Project w/ FFE Install | Est. August 30, 2028 |

.4 Other milestone dates:

Not Applicable

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Owner intends to utilize a phased procurement and delivery method consisting of competitive bidding and/or negotiated contracts for separate phases of the Work. The Project is anticipated to be delivered in multiple bid packages to support an accelerated schedule and phased construction approach.

The Project will be developed and permitted in three primary phases consisting of:

- Phase I – Site Development
- Phase II – Building A
- Phase III – Buildings B & C

Construction Documents, permitting, bidding, and construction activities for each phase are anticipated to overlap in order to facilitate early site commencement and accelerated project delivery. Phase I Site packages are anticipated to

be issued first, followed by Building A, and subsequently Buildings B & C.

The Owner anticipates that construction activities for Phase I Site work may commence prior to completion of the full building documentation for subsequent phases. This phased delivery strategy is intended to reduce overall project duration, allow for early procurement and mobilization activities, and support timely completion of the Project.

The anticipated delivery method may include a Construction Manager and/or General Contractor engaged through a competitive procurement process, with final procurement methodology to be determined by the Owner.

The sequencing of bid packages, phased releases, procurement strategy, and construction activities shall be coordinated with and directed by the Owner and Construction Manager/Contractor. The Architect shall support the phased delivery process through preparation of phased design and construction documentation consistent with the Project schedule established by the Owner.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The Owner's anticipated Sustainable Objective for the Project is to develop durable, efficient, and cost-effective workforce training facilities that support long-term operational performance and maintainability appropriate for an industrial Career and Technical Education environment. Sustainability considerations may include practical energy-efficient systems, durable building materials, efficient lighting strategies, and responsible use of conditioned space while maintaining alignment with the Project budget, schedule, and programmatic requirements.

At this time, the Project is not anticipated to pursue formal sustainability certification such as LEED or similar rating systems.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect may complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit or other similar exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 or other similar exhibit is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 or other similar exhibit into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Dr. Damon Kennedy
President
3600 N. Garfield
Midland, TX 79705
Email: dkennedy@midland.edu Phone: (432) 685-4520

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not Applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Should geotechnical engineering services be required, the Owner shall retain and contract directly with an appropriate geotechnical consultant. The Architect shall coordinate with the Owner and the geotechnical consultant as reasonably necessary for the Project.

.2 Civil Engineer:

Service Retained Under Supplemental Services

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Not Applicable

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Michael Rey
Principal
229 E. Houston, Suite 200
San Antonio, TX 78205
Email: Michael_Rey@gensler.com Phone: (210) 729-2058

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Ensign Haynes Whaley
3303 Northland Drive, Suite 111
Austin, TX 78731

.2 Mechanical Engineer:

Cleary Zimmerman
1344 S Flores St Suite 101
San Antonio, TX 78204

.3 Electrical Engineer:

Cleary Zimmerman
1344 S Flores St Suite 101
San Antonio, TX 78204

.4 Audio Visual/ Information Technology/ Security Engineer:

DataCom Design Group LLC
9111 Jollyville Rd Suite 290
Austin, TX 78759

.5 Landscape Architecture:

Kimley Horn
10101 Reunion Pl Suite 400
San Antonio, TX 78216

.6 Plumbing Engineer:

Cleary Zimmerman
1344 S Flores St Suite 101
San Antonio, TX 78204

§ 1.1.11.2 Consultants retained under Supplemental Services:

.1 Civil Engineering:

Kimley Horn
10101 Reunion Pl Suite 400
San Antonio, TX 78216

.3 Life Safety + Fire Protection:

Consultant has yet to be identified

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or any other BIM Execution Plan mutually agreed by the parties, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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 ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Nothing in this Agreement shall be construed to require the Architect to perform beyond the Standard of Care.

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§ 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000) each accident, One Million Dollars and Zero Cents (\$ 1,000,000) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) per claim and One Million Dollars and Zero Cents (\$ 1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims to the extent caused by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, 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, and shall not be responsible for, the accuracy, completeness, and timeliness 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, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 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

The parties acknowledge that the Owner has provided prior programming materials and approximately fifty percent (50%) Construction Documents prepared by others for the Project. Accordingly, the Architect's Schematic Design Phase services under this Agreement shall be limited to the evaluation, adaptation, coordination, and validation of the Prior Instruments of Service as necessary to confirm alignment with the Owner's program, budget, schedule, procurement strategy, and Project objectives.

The Architect shall not be responsible for recreating or redeveloping a traditional full Schematic Design package for portions of the Project already substantially represented within the Prior Instruments of Service. The Architect's services during this phase shall focus on assessing the suitability of the prior work product for incorporation into the Project's phased PEMB delivery approach and identifying modifications reasonably necessary to advance the Project.

§ 3.2.1 The Architect shall review the program, Prior Instruments of Service furnished by the Owner, and other information provided by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect's review during the Schematic Design Phase shall be limited to evaluating and adapting the prior work product for consistency with the Owner's program, budget, schedule, phased delivery approach, and Project objectives.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, prior Instruments of Service furnished by the Owner, schedule, budget for the Cost of the Work, Project site, proposed procurement and delivery method, and other Initial Information in order to ascertain the requirements of the Project and evaluate the suitability of the prior work product for incorporation into the Project's phased delivery approach. The Architect shall notify the Owner of (1) any material inconsistencies discovered in the information provided, 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 any modifications, adaptations, or alternative approaches to the prior Instruments of Service, design, procurement strategy, and construction of the Project necessary to support the Project's scope, budget, schedule, and phased delivery approach. The Architect shall work with the Owner to confirm the requirements of the Project and the suitability of the prior work product for continued development.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall review, adapt, coordinate, and present, for the Owner's approval, the prior Instruments of Service and any modifications or refinements necessary to illustrate the scale, relationship, and phased development of the Project components consistent with the Project requirements, budget, schedule, and PEMB delivery approach..

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall review, adapt, coordinate, and further develop the prior Instruments of Service and related design documents for the Owner's approval. The documents prepared during this phase 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 representations. The Architect shall evaluate and confirm the preliminary selection and coordination of major building systems, construction materials, and the PEMB delivery approach necessary to support continued development of the Project.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in reviewing, adapting, and further developing the prior Instruments of Service and Project design consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1 if requested.

§ 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 reviewing, adapting, and further developing the prior Instruments of Service and Project design that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall assist the Owner, and/or any Cost Estimator retained for the Project, in reviewing, evaluating, and updating estimates of the Cost of the Work in accordance with Section 6.3, including coordination of the prior Instruments of Service, phased delivery approach, and PEMB system assumptions incorporated into the Project design.

§ 3.2.7 The Architect shall submit the documents developed during the Schematic Design Phase, including adapted and coordinated portions of the prior Instruments of Service, 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 documents developed during the Schematic Design Phase, 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 prior Instruments of Service and Schematic Design Phase 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 other appropriate elements. 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 assist the Owner and/or any Cost Estimator hired by the Owner, in updating 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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 submit the Construction Documents to the Owner, and request the Owner's approval.

(Paragraph deleted)

§ 3.5 Procurement 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 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 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 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and 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 facilitating the distribution 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;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 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 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and 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™–2017, General Conditions of the Contract for Construction. If the Owner and

Contractor modify AIA Document A201–2017, 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 4.2 and except as provided in Section 3.6.6.5, 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 4.2.3, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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 the 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, 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 A201–2017, 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation

of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) 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 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 of the schedule. 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 The Architect shall review and take 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 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, 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 the 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 order 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 Section 4.2, 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:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, 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 Substantial Completion has been achieved, 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.

(Paragraph deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect: Basic Services
§ 4.1.1.3 Measured drawings	Owner: 50% Construction Documents
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect: Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect: Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect: Supplemental Services
§ 4.1.1.9 Landscape design	Architect: Basic Services
§ 4.1.1.10 Architectural interior design	Architect: Basic Services
§ 4.1.1.11 Value analysis	Not provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect: Basic Services
§ 4.1.1.15 As-designed record drawings	Architect: Basic Services
§ 4.1.1.16 As-constructed record drawings	Contractor – Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect: Basic Services
§ 4.1.1.22 Security evaluation and planning	Architect: Basic Services
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Architect: Basic Services
§ 4.1.1.26 Multiple bid packages	Architect: Basic Services
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Architect: Supplemental Services
§ 4.1.1.31 Warranty Review	Architect: Basic Services

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§4.1.1.2. Multiple preliminary designs: The Architect will assist with the evaluation of, and develop a master site plan for, up to 1 locations under consideration by Client, and up to 3 options per location, including:

- a. Site plan design;
- b. Site circulation;
- c. Overall site organization;
- d. Open space design and calculation;
- e. Parking distribution and layout.

§ 4.1.1.5 Site evaluation and planning: The Architect shall provide site evaluation and planning services associated with the development of the Project site and overall campus layout. Services may include review of existing site conditions, evaluation of available utilities and access points, preliminary site planning, building and parking placement studies, circulation and traffic considerations, pedestrian connectivity, grading concepts, and coordination with applicable zoning and jurisdictional requirements.

Site evaluation and planning services shall be based upon information and documentation provided by the Owner and the Owner’s consultants, including but not limited to surveys, geotechnical reports, environmental

reports, utility information, and existing conditions documentation. The Architect shall be entitled to rely upon the accuracy and completeness of information furnished by the Owner and Owner's consultants.

These services are intended to support the phased development and implementation of the Project and may include coordination of site development associated with multiple building packages and phased construction activities.

§ 4.1.1.6 Building Information Model management responsibilities: The Architect shall provide Building Information Modeling ("BIM") management services associated with the development and coordination of the Project design documents. Such services may include establishment and maintenance of the project BIM model, model coordination among the Architect's consultants, file management protocols, clash detection coordination, model-sharing procedures, and periodic coordination meetings related to BIM execution.

The Architect's BIM services shall be performed in accordance with the Architect's standard BIM protocols and any mutually agreed upon BIM Execution Plan developed for the Project. The Architect shall provide models suitable for design and construction documentation purposes; however, the BIM model is not intended to serve as a fabrication model, construction means-and-methods model, or record model unless specifically identified otherwise in this Agreement.

The Owner and Contractor acknowledge that reliance upon the BIM model for purposes beyond those expressly identified in this Agreement shall be at their own risk. Any enhanced BIM uses, including but not limited to fabrication modeling, digital twins, facilities management integration, asset tagging, laser scanning, scan-to-BIM services, or as-built model development, shall be considered Additional Services unless specifically included herein.

§ 4.1.1.8 Civil engineering: Civil engineering services shall be provided by the Architect as a Supplemental Service through the Architect's civil engineering consultant. Such services may include, but are not limited to, site grading, drainage design, utility infrastructure design, stormwater management, paving design, erosion control measures, permitting support, roadway improvements, water and wastewater systems, detention facilities, and other civil engineering services necessary for development of the Project site.

The Architect and its consultants shall be entitled to rely upon the accuracy and completeness of information furnished by the Owner, including but not limited to surveys, geotechnical reports, environmental reports, utility information, existing conditions documentation, and other information provided by the Owner or the Owner's consultants.

Any redesign, re-coordination, or additional architectural and engineering services required as a result of incomplete, inaccurate, revised, or delayed information provided by the Owner or the Owner's consultants may constitute Additional Services.

§ 4.1.1.9 Landscape design: Landscape design services associated with the Project are included as part of the Architect's Basic Services. Such services may include development of landscape concepts, planting design, irrigation coordination, hardscape design, site furnishings, exterior gathering spaces, and coordination of landscape improvements associated with the Project site.

Landscape design services shall be limited to those areas directly associated with the Project scope and identified within the Project limits established by the Owner. Detailed landscape architecture services beyond the Project limits, extensive site master planning, specialty landscape features, athletic field design, ecological restoration, or enhanced campus landscape planning services shall be considered Supplemental or Additional Services unless specifically identified otherwise in this Agreement.

§ 4.1.1.10 Architectural interior design: Architectural interior design services associated with the Project are included as part of the Architect's Basic Services. Such services may include interior space planning, finish selections, reflected ceiling plans, interior material and color concepts, coordination of interior architectural elements, millwork concepts, and selection coordination for interior finishes and fixed architectural components associated with the Project.

Interior design services shall be limited to spaces within the Project scope and shall be coordinated with the overall architectural design intent. Services related to loose furnishings, movable furniture specification, artwork selection, signage and wayfinding programs, audiovisual systems design, specialty lighting design, or procurement and installation of Furniture, Fixtures, and Equipment ("FF&E") are not included unless specifically identified otherwise in this Agreement.

§ 4.1.1.14 Conformed documents for construction: Following completion of the bidding and negotiation phase and incorporation of accepted alternates, addenda, and approved modifications, the Architect shall provide one set of conformed Construction Documents for use during construction. Conformed documents are intended solely as a convenience to the Owner and Contractor and shall not replace the original Contract Documents, addenda, or executed modifications.

§ 4.1.1.15 As-designed record drawings: The Architect shall prepare and provide one set of record drawings based upon information furnished by the Contractor, including marked-up field drawings, change orders, supplemental instructions, and other documentation reflecting changes made during construction. The record drawings are intended to generally depict the constructed Work and shall not be considered exact as-built documentation or a verification of field conditions.

§ 4.1.1.21 Telecommunications/data design: Telecommunications and data design services required for the Project are included as part of the Architect's Basic Services and shall be provided through the Architect's consultants. Such services may include design and coordination of telecommunications rooms, backbone pathways, cable tray routing, structured cabling infrastructure, device outlet locations, and coordination with the Owner's technology standards and service providers.

Telecommunications/data design services shall be limited to infrastructure and pathway systems serving the Project and necessary for normal building operations. Specialized technology systems, audiovisual systems, security systems, access control, distributed antenna systems (DAS), public safety radio enhancement systems, network electronics, server equipment, programming, commissioning of Owner-furnished systems, or procurement and installation of telecommunications equipment are not included unless specifically identified otherwise in this Agreement.

The Owner shall provide all applicable technology standards, IT requirements, and coordination with the Owner's internal technology representatives and service providers necessary for completion of the services.

§ 4.1.1.22 Security evaluation and planning: Security evaluation and planning services associated with the Project are included as part of the Architect's Basic Services. Such services may include coordination of building access concepts, exterior lighting considerations, site visibility and CPTED (Crime Prevention Through Environmental Design) principles, preliminary security planning, and coordination of security-related infrastructure requirements with the Owner and the Architect's consultants.

Security evaluation and planning services shall be limited to integration of general security design considerations into the Project design. Detailed security consulting services, threat assessments, operational security planning, cybersecurity services, security staffing analysis, surveillance monitoring operations, emergency response planning, blast analysis, ballistic design, or procurement and programming of specialized security systems are not included unless specifically identified otherwise in this Agreement.

The Owner shall provide any specific security standards, operational protocols, or specialized security requirements applicable to the Project.

§ 4.1.1.25 Fast-track design services: Fast-track design services associated with the Project are included as part of the Architect's Supplemental Services. Such services consist of a phased and accelerated project delivery approach in which portions of the Work are designed, permitted, bid, and constructed concurrently prior to completion of the full Project construction documentation.

The Architect's services may include preparation of multiple phased construction document packages, phased

permitting submissions, accelerated coordination with consultants, and support of overlapping bidding, permitting, and construction activities intended to facilitate early procurement, site development, and overall project schedule acceleration.

The Project is anticipated to be delivered in multiple phases, including separate packages for site development and building construction components. The Architect shall coordinate issuance of phased deliverables in accordance with the Project schedule established by the Owner.

The Owner acknowledges that fast-track delivery may require expedited reviews, timely decision-making, and ongoing coordination among the Owner, Architect, consultants, Contractor, and permitting authorities. Adjustments to previously issued documents resulting from phased development, Owner-directed changes, regulatory requirements, or coordination with ongoing construction activities may constitute Additional Services if such adjustments materially expand the Architect's scope of services.

Delays, disruptions, or extensions in the Project schedule shall not automatically constitute Additional Services. However, material delays, extended suspensions, resequencing, remobilization, or prolonged construction durations beyond those reasonably contemplated at the time of execution of this Agreement may require equitable adjustment to the Architect's compensation and schedule."

§ 4.1.1.26 Multiple bid packages: The Architect shall provide services associated with the preparation and coordination of multiple bid packages as part of the Project's phased delivery approach. Such services may include the development of separate construction document packages, phased permitting and bidding coordination, issuance of addenda associated with individual bid packages, and coordination with the Owner and Contractor regarding sequencing and procurement requirements.

The Project is anticipated to include separate bid packages for site development and multiple building phases in order to facilitate an accelerated construction schedule and phased construction activities. The Architect shall coordinate the issuance of bid packages in accordance with the Project schedule established by the Owner.

The Owner acknowledges that the use of multiple bid packages may require overlapping design, permitting, procurement, and construction activities, as well as increased coordination among the Owner, Architect, consultants, Contractor, and permitting authorities. Significant revisions to previously issued bid packages resulting from Owner-directed changes, scope modifications, regulatory requirements, market conditions, or coordination with ongoing construction activities may constitute Additional Services if such revisions materially expand the Architect's scope of services.

§ 4.1.1.30 Other Supplemental Services: The Architect shall provide Fire Protection/Life Safety consulting services as Supplemental Services for the Project.

Fire Protection/Life Safety services may include fire protection engineering coordination, life safety evaluations, code analysis support, egress and occupancy evaluations, coordination of fire suppression and alarm system requirements, and review of applicable fire and life safety code requirements associated with the Project.

These services shall be provided through the Architect and/or the Architect's consultants and are included as Supplemental Services under this Agreement. Services beyond those reasonably anticipated for the Project scope, including redesign associated with significant scope revisions, regulatory changes, or Owner-directed modifications, may constitute Additional Services.

Supplemental Services per §4.1.1.31, Warranty Review: Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner to review the facility operations and performance.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.1.1 Programming: Programming services shall be provided by the Owner. The Owner shall furnish the Architect with the Project program, including space requirements, operational objectives, adjacencies, equipment needs, occupancy requirements, and other criteria necessary for the development of the Project. The Architect may review and validate the information provided by the Owner and advise on potential impacts to budget, schedule, constructability, and building systems integration; however, development of the detailed program is not included within the Architect's Basic Services.

§ 4.1.1.4 Existing facilities surveys: Existing facilities surveys, including detailed field verification, measured drawings, utility investigations, subsurface investigations, and verification of existing conditions, shall be provided by the Owner. The Architect shall be entitled to rely upon the accuracy and completeness of information, drawings, surveys, and documentation furnished by the Owner or the Owner's consultants. Any additional field verification or investigative services requested beyond the Architect's standard site observations shall be considered an Additional Service.

§ 4.1.1.12 The Architect shall assist the Owner and/or any Cost Estimator retained by the Owner in the preparation and updating of estimates of the Cost of the Work throughout the design process. Such assistance may include providing project documentation, responding to requests for clarification, participating in cost review discussions, and evaluating potential scope or design adjustments related to budget alignment. Preparation of detailed cost estimates, quantity take-offs, or independent estimating services shall be provided by the Owner or the Owner's Cost Estimator.

§ 4.1.1.23 Commissioning: Commissioning services are not included within the Architect's Basic Services and, if required, shall be provided by the Owner through a third-party commissioning agent. The Architect shall cooperate with the Owner's commissioning agent and provide reasonable coordination associated with the commissioning process. Extensive commissioning coordination, re-design resulting from commissioning activities, enhanced energy modeling, or participation in seasonal or post-occupancy commissioning activities shall be considered Additional Services.

§ 4.1.1.28 Furniture, Furnishings, and Equipment ("FF&E") design and layout services included within Basic Services shall be limited to planning, layout, selection assistance, and coordination of design intent. Procurement, purchasing, warehousing, inventory management, delivery coordination, installation, and post-installation adjustment of FF&E shall be the responsibility of the Owner or others retained by the Owner.

The Owner shall provide all FF&E standards, selections, specifications, equipment requirements, procurement activities, and coordination necessary for integration of FF&E items into the Project. The Architect shall coordinate with the Owner and the Owner's FF&E consultants regarding space requirements, utility requirements, and general integration of FF&E items into the architectural and engineering design.

The Architect shall not be responsible for procurement, purchasing, installation, or performance of Owner-furnished furniture, furnishings, or equipment unless specifically identified otherwise in this Agreement.

§ 4.1.1.29 Other services provided by specialty Consultants: Specialty consultant services required for the Project that are not specifically identified as part of the Architect's Basic Services or Supplemental Services shall be provided by the Owner as an Owner's Supplemental Service. Such specialty consultant services may include, but are not limited to, geotechnical engineering, environmental consulting, traffic studies, acoustic consulting, food service consulting, audiovisual consulting, signage and wayfinding consulting, laboratory planning, commissioning, hazardous materials consulting, surveying, testing and inspection services, and other specialized consulting services required for the Project.

The Owner shall be responsible for retaining and compensating all specialty consultants not specifically included within the Architect's scope of services. The Owner shall furnish all reports, studies, recommendations, and coordination information produced by such consultants in a timely manner for incorporation into the Project design and documentation.

The Architect shall be entitled to rely upon the accuracy and completeness of information and services provided by the Owner's specialty consultants. Any redesign, re-coordination, or additional services required due to

incomplete, inaccurate, revised, or delayed information provided by the Owner's specialty consultants may constitute Additional Services.

§ 4.1.1.30 Other Supplemental Services: Other Supplemental Services not specifically identified elsewhere in this Agreement shall be provided by the Owner as an Owner's Supplemental Service unless otherwise mutually agreed to in writing by the Owner and Architect.

Such services may include additional studies, analyses, evaluations, coordination efforts, redesign services, presentations, meetings, documentation, specialty consulting services, or other services requested after execution of this Agreement or arising from circumstances not reasonably anticipated at the time this Agreement was executed.

Should the Owner request the Architect to provide any such Supplemental Services, the scope, schedule, and compensation for those services shall be established through mutual written agreement prior to commencement of the services. Performance of such services may require adjustments to the Project schedule and compensation.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit or other similar exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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 Additional 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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 models or other design documentation 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;
- .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 entities providing bids or 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.
- .12 Value engineering services required due to: (i) absence of Project Budget at the commencement of Services; (ii) Project Budget changes after the Programming phase; (iii) new value engineering instructions after commencement of the Construction Documents phase; or (iv) inaccurate cost estimates or cost escalations due to market conditions (including but not limited to supply chain issues, tariffs, duties, import fees, labor shortages, or other factors);

- .13 Changes to Construction Documents based on alternative, fast track, separate, or sequential bids, phasing, and swing space;

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved 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; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 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 submittals of the Contractor
- .2 Twenty-two (22) site visits by the Architect during construction anticipated to occur on an approximate cadence of one (1) visit per month over an eighteen (18) month construction duration. In addition, four (4) supplemental site visits shall be included and may be utilized at any time during the construction process as deemed reasonably necessary by the Architect and Owner for project coordination, progress evaluation, or issue resolution..3 Four (4) inspections by the Architect to determine whether such portions of the Work are substantially complete in accordance with the requirements of the Contract Documents, consisting of one (1) inspection for each phase of construction
- .4 One (1) inspections for any portion of the Work to determine final completion.
- .5 Three (3) permit submission and review cycles for each phased permit package. Additional permit resubmissions resulting from scope changes, procurement modifications, revised Owner directives, jurisdictional changes, or material redesign after the third review cycle shall constitute Additional Services..6 Three (3) The Architect shall review and take appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data, and Samples, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall provide up to three (3) reviews for each individual Shop Drawing, Product Data item, sample, or similar submittal.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) 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.

§ 4.2.6 Record Documents provided by the Architect shall consist of electronic PDF record sets, DWG exports of drawing files, and the Revit model in its current 'as-designed' form. Record Documents shall reflect information reasonably available to the Architect based upon Contractor-provided documentation, RFIs, ASIs, sketches, and other field modification information. The Architect shall not be responsible for verifying field conditions or preparing fully updated model-based as-built documentation unless specifically authorized as an Additional Service.

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.

§ 5.2 The Owner shall establish 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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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 other 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 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 provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit or other similar exhibit, attached to this Agreement.

§ 5.8 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. Architect is entitled to rely upon the accuracy and completeness of the services, information, surveys, and reports provided by Owner, Contractor, or any of their subcontractors or consultants. Architect's coordination of its services with the services of Owner's other consultants will be limited to that necessary for consistency of Architect's documents with those of such consultants.

§ 5.9 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.

§ 5.10 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. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 5.11 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 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.

§ 5.14 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.

§ 5.15 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.

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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall 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, and any input provided by the Architect to the Owner, and/or any Cost Estimator hired by the Owner, with respect to the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, 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 Owner, and/or any Cost Estimator hired by the Owner, shall include contingencies for design, bidding, and price escalation; and the Architect shall assist the Owner in determining what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; making reasonable adjustments in the program and scope of the Project; and including design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Owner's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. The Architect shall assist in the preparation of these estimates by providing information regarding the design intent as required. If the Owner requires an estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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 Owner's estimate of the Cost of the Work materially 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 in the subsequent design phase.

§ 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 more than five percent (5%) 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 shall modify the Construction Documents as necessary once 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to errors in the cost estimates provided by or on behalf of the Owner, or due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; but, the Architect's services for modifying the Construction Documents to correct the Architect's errors or omissions shall be without additional compensation. In any event, 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 drawings, specifications, surveys, reports, and other documents, and any computer tapes, disks, models, CAD files, research, analytics, processes, algorithms, or other data, in any medium, prepared by the Architect (collectively "Instruments of Service") are protected by U.S. copyright laws, and will remain the Architect's property. 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.

§ 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 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 under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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 suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, 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 authors 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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 A201–2017, 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. The parties agree that this mutual waiver includes, but is not limited to, damages incurred by either party for loss of income, lost profit, financing costs, loss of business, or damage to reputation.

§ 8.1.4 Except for the Architect's liability, if any, for damages incurred by the Owner, as a result of a third-party claim concerning the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent act, error, or omission of the Architect, the Owner agrees that the Architect's total liability arising out of or related to the Project or this Agreement, will not exceed the total compensation received by the Architect pursuant to this Agreement.

§ 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 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.)

Init.

/

- Arbitration pursuant to Section 8.3 of this Agreement
 Litigation in a court of competent jurisdiction
 Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, 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.

§ 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.

§ 8.4 The provisions of this Article 8 shall survive the termination of 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 Owner shall pay the Architect 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not Applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Any continued use, reuse, or modification of the Architect's Instruments of Service without the Architect's written consent shall be prohibited. If the Architect grants permission for continued use, such use shall be at the Owner's sole risk and without liability to the Architect or the Architect's consultants. The Owner agrees to indemnify and hold harmless the Architect and the Architect's consultants from and against claims, damages, liabilities, and expenses arising from modifications to, or use of, the Instruments of Service by the Owner or others following termination of this Agreement.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 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 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. 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 A201–2017, 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 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 The Owner acknowledges that the Architect has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. The parties agree that the terms and conditions of this Agreement are considered confidential. Owner understands and agrees that Architect may gather statistical data, analytics, trends, and other aggregated or otherwise de-identified data derived from Architect's services to Owner ("Aggregate Data"), and that Aggregate Data will be stored and processed by Architect for general research purposes. Aggregate Data, as well as any resulting research, know-how, processes, algorithms or other methodology related to the Aggregate Data, shall remain Architect's property and will be considered confidential or business proprietary under this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Latent Conditions. In the event the Project includes any remodeling, alteration, or rehabilitation work, the Owner acknowledges that certain design and technical decisions will be made on assumptions based on available documents and visual observations of existing conditions.

§ 10.11 Area Measurements and Calculations. Area measurements and calculations provided by the Architect ("Measurements") are for the Owner's reference only, and are not intended to be relied upon by third parties, used in legal documents, or to be the sole basis for calculating rent, tax obligations or other similar purposes. The use and application of Measurements is at the sole discretion of the Owner and the Owner agrees to indemnify the Architect from any claims or damages asserted by third parties arising from or related to the application and use of the Measurements.

§ 10.12 Ethics. The Owner and the Architect acknowledge their responsibilities and commitment to abide by their respective ethical guidelines, to require that their employees, agents, consultants or contractors conduct themselves professionally and respectfully, and to comply with both domestic and international anti-slavery and anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act and the Modern Slavery Act, and any amendments and related regulations. Either party may terminate this Agreement at any stage of the Project, if it reasonably believes that the other party failed to comply with the provisions of this section, including any non-compliance prior to the effective date of this Agreement. A party exercising its right to terminate under this provision will not be liable for any claims or damages arising out of or related to the termination.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Compensation for Basic Services shall be a lump sum fee based upon the Project scope, anticipated construction cost, and a building area of not less than One Hundred Twenty-Four Thousand Eight Hundred (124,800) gross square feet. Compensation for Basic Services shall be the lump sum amount of Three Million Twenty-One Thousand Eight Hundred Twenty-Nine Dollars and Zero Cents (\$3,021,829.00).

Gross Square Foot and Construction Cost Adjustment: Should the anticipated Cost of the Work per square foot and/or the Gross Square Feet of the Project increase by more than ten percent (10%) from the assumptions established in this Agreement, the Architect's compensation for Basic Services shall be equitably adjusted to reflect the revised scope, construction cost, and/or building area.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

Compensation for the Supplemental Services specifically identified in Section 4.1.1 and included within the Architect's scope of services has been incorporated into the lump sum compensation established under this

Agreement. No separate compensation shall be due for such identified Supplemental Services unless the scope of such services materially changes from that contemplated by this Agreement.

Supplemental Services requested by the Owner that are not specifically identified as included within the Architect's scope of services shall be compensated as Additional Services in accordance with the terms of this Agreement and as mutually agreed upon in writing by the Owner and Architect prior to commencement of such services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Lump Sum, as mutually agreed by the Parties, or Hourly

2026 – 2027 Hourly Rate Schedule: These rates are valid April 1, 2026 – March 31, 2027, and are subject to adjustment thereafter.

Managing Principals	\$375.00 - \$600.00
Principals	\$275.00 - \$525.00
Design Directors	\$250.00 - \$350.00
Technical Directors	\$250.00 - \$300.00
Digital Design Director	\$400.00 - \$450.00
Senior Design Managers	\$225.00 - \$325.00
Design Managers	\$175.00 - \$200.00
Senior Tech/Architects	\$225.00 - \$350.00
Tech/Architects	\$125.00 - \$200.00
Senior Interior Designers	\$225.00 - \$325.00
Interior Designers	\$125.00 - \$200.00
Graphic/Brand Designers	\$125.00 - \$250.00
Digital Design Strategists	\$200.00 - \$325.00
Industry Specialists	\$200.00 - \$475.00
Senior Strategist	\$250.00 - \$325.00
Strategist	\$125.00 - \$225.00
Spec Writers	\$225.00 - \$325.00
Project Coordinators	\$150.00 - \$225.00
Sustainability Specialists	\$150.00 - \$300.00

§ 11.4 Compensation for Supplemental and 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 follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

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

The Owner has provided the Architect with a previously prepared fifty percent (50%) Construction Document submission developed by others for the Project. In recognition of the anticipated use of these prior documents, the Architect has excluded compensation associated with the Schematic Design Phase from the Architect's fee. The excluded Schematic Design Phase compensation is equal to fifteen percent (15%) of the fee for Basic Services. Accordingly, no compensation has been allocated to the Schematic Design Phase under this Agreement.

The modified fee percentage will be the following

Schematic Design Phase	Fifteen	percent (0	%)
Design Development Phase	Twenty Five	percent (30	%)
Construction Documents Phase	Thirty	percent (40	%)
Procurement Phase	Five	percent (05	%)
Construction Phase	Twenty-Five	percent (25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. 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 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.)*

Hourly

2026 – 2027 Hourly Rate Schedule: These rates are valid April 1, 2026 – March 31, 2027, and are subject to adjustment thereafter.

Managing Principals	\$375.00 - \$600.00
Principals	\$275.00 - \$525.00
Design Directors	\$250.00 - \$350.00
Technical Directors	\$250.00 - \$300.00
Digital Design Director	\$400.00 - \$450.00
Senior Design Managers	\$225.00 - \$325.00
Design Managers	\$175.00 - \$200.00
Senior Tech/Architects	\$225.00 - \$350.00
Tech/Architects	\$125.00 - \$200.00
Senior Interior Designers	\$225.00 - \$325.00
Interior Designers	\$125.00 - \$200.00
Graphic/Brand Designers	\$125.00 - \$250.00
Digital Design Strategists	\$200.00 - \$325.00
Industry Specialists	\$200.00 - \$475.00
Senior Strategist	\$250.00 - \$325.00
Strategist	\$125.00 - \$225.00
Spec Writers	\$225.00 - \$325.00
Project Coordinators	\$150.00 - \$225.00
Sustainability Specialists	\$150.00 - \$300.00

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and 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, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 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 Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect’s consultants normally maintain, the Owner shall pay the Architect for the additional costs incurred by the Architect’s consultants for the additional coverages as set forth below, or limit the Architect’s liability for such consultants’ acts or omissions to any amounts actually recovered from the consultant’s insurance. *(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Not Applicable (\$ Not Applicable) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Not Applicable (\$ Not Applicable) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 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.)*

1.50 % monthly

Init.

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Project is anticipated to be delivered utilizing a phased and fast-track delivery approach, including multiple construction document packages, phased permitting, phased bidding, and overlapping construction activities. The Owner acknowledges that timely reviews, decisions, and approvals are necessary to maintain the Project schedule.

§ 12.2 The Architect shall be entitled to rely upon the accuracy and completeness of information, reports, surveys, studies, existing conditions documentation, and services furnished by the Owner and the Owner's consultants.

§ 12.3 The Architect's services shall not include hazardous materials investigations, environmental assessments, geotechnical engineering, land surveying, civil engineering, commissioning, specialty technology consulting, or other specialty consultant services unless specifically identified otherwise in this Agreement.

§ 12.4 The Architect's Basic Services and Supplemental Services are based upon the Project scope, schedule, and phased delivery approach identified in this Agreement. Material changes to the Project scope, schedule, procurement strategy, phasing, or Owner-directed revisions may require adjustments to the Architect's compensation and schedule and may constitute Additional Services.

§ 12.5 The Owner acknowledges that the Architect's Instruments of Service are prepared solely for this Project and shall not be reused, modified, or utilized for completion of the Project by others without the Architect's prior written consent.

§ 12.6 The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, procedures, safety precautions, or the Contractor's performance of the Work.

§ 12.7 The Owner shall provide timely decisions, reviews, and approvals necessary for the orderly progress of the Architect's services. Delays caused by untimely Owner decisions or approvals may require adjustments to the Project schedule and compensation.

§ 12.8 The Architect's services are based upon normal working hours and standard permitting review durations. Expedited reviews, excessive redesign, extended construction duration, multiple resubmittals beyond those identified in this Agreement, or prolonged construction administration services may constitute Additional Services.

§ 12.9 The Architect's site visits during construction shall be limited to those specifically identified in this Agreement. Additional site visits requested by the Owner or required due to extended construction duration, rework, phased occupancy, contractor performance issues, or repeated inspections shall constitute Additional Services.

§ 12.10 Furniture, furnishings, and equipment procurement, purchasing, warehousing, delivery, installation, move coordination, and asset management are excluded from the Architect's scope of services unless specifically identified otherwise in this Agreement.

§ 12.11 Reliance Upon Existing Design Documents: The Owner acknowledges that portions of the Project design are based upon prior programming materials, studies, and approximately fifty percent (50%) Construction Documents prepared by others and furnished to the Architect by the Owner. The Architect shall be entitled to rely upon the accuracy and completeness of such prior Instruments of Service and information provided by the Owner and its consultants.

The Architect shall not be responsible for errors, omissions, code deficiencies, design inconsistencies, or other deficiencies contained within Instruments of Service prepared by others, except to the extent such deficiencies arise from the Architect's own revisions to such Instruments of Service.

§12.12 Phased Permitting and Accelerated Delivery: The Owner acknowledges that phased permitting, multiple bid packages, and accelerated construction activities may require portions of the Work to proceed prior to completion of all Project documentation. The Architect shall not be responsible for schedule impacts, redesign, re-sequencing, delays, inefficiencies, or additional coordination resulting from Owner-directed phased release, procurement sequencing, contractor means and methods, or early construction activities beyond the Architect's reasonable control.

§12.13 The Owner acknowledges that pricing, material availability, procurement durations, and construction sequencing associated with Pre-Engineered Metal Building systems and related specialty equipment may fluctuate based on market conditions beyond the Architect's control.

12.14 The Owner has provided the Architect with the document identified as Exhibit A herein, consisting of a previously prepared fifty percent (50%) Construction Document submission developed by others for the Project ("Prior Instruments of Service"). The Architect may utilize portions of the Prior Instruments of Service solely for reference, coordination, evaluation, and incorporation into the development of the Project documents, as deemed appropriate by the Architect.

The Owner represents that it has obtained all necessary rights and permissions for the Architect's use of the Prior Instruments of Service for purposes of this Project and agrees to indemnify and hold harmless the Architect and the Architect's consultants from claims, liabilities, damages, or expenses arising from the Architect's reliance upon or use of the Prior Instruments of Service.

The Architect shall not be responsible for the accuracy, completeness, code compliance, coordination, constructability, or suitability of documents prepared by others. The Architect's use of the Prior Instruments of Service shall not be construed as adoption or certification of the work prepared by others except to the extent specifically revised, verified, and incorporated by the Architect into the final Instruments of Service for this Project.

The Architect's scope of services and compensation reflected in this Agreement are based in part upon the anticipated use of the Prior Instruments of Service provided by the Owner.

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 the Owner and Architect. No failure to act by either Party hereto will be deemed to constitute a waiver of such Party's rights or remedies hereunder. If any party of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

Not Applicable

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[Not Applicable] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below or "other similar exhibit" where used
(Insert the date of the E204-2017 incorporated into this agreement.)

Not Applicable

["Exhibit A -Midland College Applied Technology 50CD Issue 05.06.2025.pdf"] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Not Applicable.

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Not Applicable

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

OWNER *(Signature)*

Damon Kennedy
President

(Printed name and title)

ARCHITECT *(Signature)*

Michael Rey, AIA, NCARB
Principal,

(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:30:37 ET on 06/15/2026.

PAGE 1

AGREEMENT made as of the Twenty Fourth day of June
in the year 2026

...

Midland College
3600 N. Garfield
Midland, TX 79705

...

M. Arthur Gensler ("Gensler")
229 E Houston St #200
San Antonio, TX 78205

...

Career and Technical Education Phase I
Project Site located North of campus off Garfield Avenue and north of MC PB 2

PAGE 2

The Project consists of the planning, design, and documentation for Phase 1 of Midland College's Career and Technical Education expansion utilizing three Pre-Engineered Metal Buildings (PEMBs) to support workforce training programs. The facilities are anticipated to include approximately two 38,400 SF buildings and one approximately 48,000 SF building and will house Welding, Diesel and Heavy Equipment Truck/Trailer, and Petroleum Energy Automation/Natural Gas programs. The Project will include interior build-outs, structural coordination, mechanical, electrical, plumbing, fire protection, and civil engineering services associated with the development of the facilities and supporting infrastructure.

The buildings are intended to function primarily as high-bay industrial training environments with large open lab areas, roll-up doors, and limited conditioned space, while providing conditioned classroom and office areas that support fluid interaction between classroom instruction and hands-on training. Specialized program requirements include welding exhaust and gas systems, heavy electrical distribution, overhead crane and hoist systems, pull-through vehicular access, and associated technical infrastructure.

The Project site is located north of an existing roadway on the Midland College campus and will include associated site development including parking, service roads, drainage improvements, utility coordination, fire protection infrastructure, and potential roadway improvements. The Owner has indicated that prior programming efforts and approximately 50% Construction Documents from a previous bond initiative will be made available to the design team for evaluation and adaptation into the PEMB delivery approach.

The anticipated project delivery method is Construction Manager at Risk (CMAR), with early involvement of the

PEMB subcontractor to support cost alignment, schedule management, and coordination of the structural bay system with the interior program layout. The target completion for the Project is Fall 2028.

PAGE 3

The Project is anticipated to utilize a Pre-Engineered Metal Building (PEMB) structural system organized to align efficiently with the program layout and structural bay spacing in order to support cost control and constructability objectives. The facilities are expected to include a combination of industrial training environments and academic support spaces designed to accommodate workforce-based instructional programs.

The Project will incorporate specialized operational and infrastructure requirements associated with technical training environments, including overhead crane systems, industrial ventilation and extraction systems, enhanced power distribution, compressed gas systems, and vehicular access accommodations necessary for instructional use. The facilities are also anticipated to include a combination of conditioned and unconditioned environments based on programmatic needs and budget considerations.

The Project site development is anticipated to include supporting infrastructure improvements associated with circulation, drainage, utilities, fire protection, and campus access. Coordination with existing campus infrastructure and previously completed planning studies will be incorporated into the design process as appropriate.

...

The Owner's anticipated construction budget for the Cost of the Work is estimated to be between **\$47,440,000 and \$53,680,000**, based on approximately 124,800 square feet of new construction and an estimated building cost range of **\$300 to \$350 per square foot**. The Owner has indicated that the planned budget for Site Cost is approximately \$10,000,000. The parties acknowledge that this budget is preliminary and subject to refinement as the design progresses and additional project information becomes available.

The anticipated budget for construction is currently understood as follows:

<u>Component</u>	<u>Estimated Cost</u>
<u>Building Construction (\$300/SF)</u>	<u>\$37,440,000</u>
<u>Building Construction (\$350/SF)</u>	<u>\$43,680,000</u>
<u>Site Development Allowance</u>	<u>\$10,000,000</u>
<u>Total Project Budget Range</u>	<u>\$47,440,000 – \$53,680,000</u>

The Owner has indicated that Furniture, Furnishings and Equipment (FF&E) may be procured separately from the Cost of the Work. Site development costs are anticipated to include roadway improvements, parking, drainage infrastructure, utility extensions, and other supporting civil improvements.

Consistent with Article 6, the Architect shall evaluate the Project during the design process and advise the Owner if programmatic, technical, or market conditions indicate that modifications to the Project scope, quality, schedule, or budget may be necessary to maintain alignment with the Owner's budget objectives.

PAGE 4

a) Start of Basic Services	Est. June 24, 2026
b) Submission of Design Development Documents	Est. September 16, 2026 (12 weeks from a)
c) Approval of Design Development Documents	Est. September 23, 2026 (1 weeks from b)
d) Submission of Construction Documents Phase I (Site)	Est. January 13, 2027 (16 weeks from c)
e) Approval of Construction Documents Phase I (Site)	Est. January 20, 2027 (1 weeks from d)
f) Submission of Construction Documents Phase II (Building A)	Est. January 27, 2027 (2 weeks from d)
g) Approval of Construction Documents Phase II (Building A)	Est. February 03, 2027 (1 weeks from f)
h) Submission of Construction Documents Phase III (Building B & C)	Est. February 10, 2027 (2 weeks from f)
i) Approval of Construction Documents Phase III (Building B & C)	Est. February 17, 2027 (1 weeks from h)
j) Approval for Permit Phase I (Site)	Est. March 17, 2027 (8 weeks from e)
k) Bidding and Negotiation Completion Phase I (Site)	Est. March 17, 2027 (8 weeks from e)
l) Approval for Permit Phase II (Building A)	Est. March 31, 2027 (8 weeks from g)

m) <u>Bidding and Negotiation Completion Phase II (Building A)</u>	Est. March 31, 2027 (8 weeks from g)
l) <u>Approval for Permit Phase III (Building B & C)</u>	Est. April 14, 2027 (8 weeks from i)
m) <u>Bidding and Negotiation Completion Phase III (Building B & C)</u>	Est. April 14, 2027 (8 weeks from i)

n) <u>Start of Construction Admin</u>	Est. February 3, 2027 (2 weeks from e)
o) <u>Substantial Completion Phase I and II (Site and Building A)</u>	Est. March 29, 2028 (60 weeks from n)
p) <u>Substantial Completion Phase III (Building B & C)</u>	Est. June 07, 2028 (12 weeks from o)

...

.3 Substantial Completion date or dates:

q) <u>FFE Install Phase I and II (Site and Building A): Not included in Fee</u>	Est. June 21, 2028 (12 weeks from o)
q) <u>FFE Install Phase III (Buildings B & C): Not included in Fee</u>	Est. August 30, 2028 (12 weeks from p)
r) <u>Completion of Project w/ FFE Install</u>	Est. August 30, 2028

...

Not Applicable

...

The Owner intends to utilize a phased procurement and delivery method consisting of competitive bidding and/or negotiated contracts for separate phases of the Work. The Project is anticipated to be delivered in multiple bid packages to support an accelerated schedule and phased construction approach.

The Project will be developed and permitted in three primary phases consisting of:

- Phase I – Site Development
- Phase II – Building A
- Phase III – Buildings B & C

Construction Documents, permitting, bidding, and construction activities for each phase are anticipated to overlap in order to facilitate early site commencement and accelerated project delivery. Phase I Site packages are anticipated to be issued first, followed by Building A, and subsequently Buildings B & C.

The Owner anticipates that construction activities for Phase I Site work may commence prior to completion of the full building documentation for subsequent phases. This phased delivery strategy is intended to reduce overall project duration, allow for early procurement and mobilization activities, and support timely completion of the Project.

The anticipated delivery method may include a Construction Manager and/or General Contractor engaged through a competitive procurement process, with final procurement methodology to be determined by the Owner.

The sequencing of bid packages, phased releases, procurement strategy, and construction activities shall be coordinated with and directed by the Owner and Construction Manager/Contractor. The Architect shall support the phased delivery process through preparation of phased design and construction documentation consistent with the Project schedule established by the Owner.

PAGE 5

The Owner’s anticipated Sustainable Objective for the Project is to develop durable, efficient, and cost-effective workforce training facilities that support long-term operational performance and maintainability appropriate for an industrial Career and Technical Education environment. Sustainability considerations may include practical energy-efficient systems, durable building materials, efficient lighting strategies, and responsible use of conditioned space while maintaining alignment with the Project budget, schedule, and programmatic requirements.

At this time, the Project is not anticipated to pursue formal sustainability certification such as LEED or similar rating systems.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect ~~shall~~ may complete and incorporate AIA Document E204™–2017, Sustainable Projects ~~Exhibit, Exhibit or other similar exhibit,~~ into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 or other similar exhibit is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 or other similar exhibit into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Dr. Damon Kennedy
President
3600 N. Garfield
Midland, TX 79705
Email: dkennedy@midland.edu Phone: (432) 685-4520

...

Not Applicable
PAGE 6

Should geotechnical engineering services be required, the Owner shall retain and contract directly with an appropriate geotechnical consultant. The Architect shall coordinate with the Owner and the geotechnical consultant as reasonably necessary for the Project.

...

Service Retained Under Supplemental Services

...

Not Applicable

...

Michael Rey
Principal
229 E. Houston, Suite 200
San Antonio, TX 78205
Email: Michael_Rey@gensler.com Phone: (210) 729-2058

...

Ensign Haynes Whaley
3303 Northland Drive, Suite 111
Austin, TX 78731

.2 Mechanical Engineer:

Cleary Zimmerman
1344 S Flores St Suite 101
San Antonio, TX 78204

.3 Electrical Engineer:

Cleary Zimmerman
~~.2 Mechanical~~ 1344 S Flores St Suite 101
San Antonio, TX 78204

.4 Audio Visual/ Information Technology/ Security Engineer:

DataCom Design Group LLC
9111 Jollyville Rd Suite 290
Austin, TX 78759

.5 Landscape Architecture:

~~.3 Electrical~~ Kimley Horn
10101 Reunion Pl Suite 400
San Antonio, TX 78216

.6 Plumbing Engineer:

Cleary Zimmerman
1344 S Flores St Suite 101
San Antonio, TX 78204

PAGE 7

.1 Civil Engineering:

Kimley Horn
10101 Reunion Pl Suite 400
San Antonio, TX 78216

.3 Life Safety + Fire Protection:

Consultant has yet to be identified

...

Not Applicable

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or any other BIM Execution Plan mutually agreed by the parties, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 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~~-circumstances ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Nothing in this Agreement shall be construed to require the Architect to perform beyond the Standard of Care.

PAGE 8

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000) each accident, One Million Dollars and Zero Cents (\$ 1,000,000) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) per claim and One Million Dollars and Zero Cents (\$ 1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~-policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims ~~caused in whole or in part~~ to the extent caused by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 9

The parties acknowledge that the Owner has provided prior programming materials and approximately fifty percent (50%) Construction Documents prepared by others for the Project. Accordingly, the Architect's Schematic Design Phase services under this Agreement shall be limited to the evaluation, adaptation, coordination, and validation of the Prior Instruments of Service as necessary to confirm alignment with the Owner's program, budget, schedule, procurement strategy, and Project objectives.

The Architect shall not be responsible for recreating or redeveloping a traditional full Schematic Design package for portions of the Project already substantially represented within the Prior Instruments of Service. The Architect's services during this phase shall focus on assessing the suitability of the prior work product for incorporation into the Project's phased PEMB delivery approach and identifying modifications reasonably necessary to advance the Project.

§ 3.2.1 The Architect shall review the ~~program and other information furnished~~ program, Prior Instruments of Service furnished by the Owner, and other information provided by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect's review during the Schematic Design Phase shall be limited to evaluating and adapting the prior work product for consistency with the Owner's program, budget, schedule, phased delivery approach, and Project objectives.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, prior Instruments of Service furnished by the Owner, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, Information in order to ascertain the requirements of the ~~Project~~-Project and evaluate the suitability of the prior work product for incorporation into the Project's phased delivery approach. The Architect shall notify the Owner of ~~(1) any~~-(1)any material inconsistencies

discovered in the ~~information,~~ information provided, 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

Owner any modifications, adaptations, or alternative approaches to the prior Instruments of Service, design, procurement strategy, and construction of the Project necessary to support the Project's scope, budget, schedule, and phased delivery approach.. The Architect shall work with the Owner to confirm the requirements of the Project and the suitability of the prior work product for continued development.

~~§ 3.2.4~~ Based on the Project requirements agreed upon with the Owner, the Architect shall ~~prepare review, adapt, coordinate, and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components~~ the prior Instruments of Service and any modifications or refinements necessary to illustrate the scale, relationship, and phased development of the Project components consistent with the Project requirements, budget, schedule, and PEMB delivery approach..

~~§ 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 review, adapt, coordinate, and further develop the prior Instruments of Service and related design documents for the Owner's approval. The documents prepared during this phase 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 representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.~~

The Architect shall evaluate and confirm the preliminary selection and coordination of major building systems, construction materials, and the PEMB delivery approach necessary to support continued development of the Project.

~~§ 3.2.5.1~~ The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in ~~developing a design that is reviewing, adapting, and further developing the prior Instruments of Service and Project design consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1-4.1.1 if requested.~~

~~§ 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 reviewing, adapting, and further developing the prior Instruments of Service and Project design~~ 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 assist the Owner, and/or any Cost Estimator retained for the Project, in reviewing, evaluating, and updating estimates of the Cost of the Work prepared in accordance with Section 6.3 in accordance with Section 6.3, including coordination of the prior Instruments of Service, phased delivery approach, and PEMB system assumptions incorporated into the Project design.~~

~~§ 3.2.7~~ The Architect shall submit the ~~Schematic Design Documents~~ documents developed during the Schematic Design Phase, including adapted and coordinated portions of the prior Instruments of Service, to the Owner, and request the Owner's approval.

PAGE 10

~~§ 3.3.1~~ Based on the Owner's approval of the ~~Schematic Design Documents, documents developed during the Schematic Design Phase,~~ 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~~ prior Instruments of Service and Schematic Design Phase 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 other appropriate elements. 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 assist the Owner and/or any Cost Estimator hired by the Owner, in updating the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

Work.
PAGE 11

~~§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3; submit the Construction Documents to the Owner, and request the Owner’s approval.~~

~~§ 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.~~

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~~§ 3.6.4.2 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 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.~~

PAGE 14

~~§ 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.~~

...

§ 4.1.1.1	Programming	<u>Owner</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect: Basic Services</u>
§ 4.1.1.3	Measured drawings	<u>Owner: 50% Construction Documents</u>
§ 4.1.1.4	Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect: Basic Services</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect: Basic Services</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect: Supplemental Services</u>
§ 4.1.1.9	Landscape design	<u>Architect: Basic Services</u>
§ 4.1.1.10	Architectural interior design	<u>Architect: Basic Services</u>
§ 4.1.1.11	Value analysis	<u>Not provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Owner</u>
§ 4.1.1.13	On-site project representation	<u>Not provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect: Basic Services</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect: Basic Services</u>
§ 4.1.1.16	As-constructed record drawings	<u>Contractor – Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18	Facility support services	<u>Not provided</u>

§ 4.1.1.19 Tenant-related services	<u>Not provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect: Basic Services</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect: Basic Services</u>
§ 4.1.1.23 Commissioning	<u>Owner</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Architect: Basic Services</u>
§ 4.1.1.26 Multiple bid packages	<u>Architect: Basic Services</u>
§ 4.1.1.27 Historic preservation	<u>Not provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Owner</u>
§ 4.1.1.30 Other Supplemental Services	<u>Architect: Supplemental Services</u>
§ 4.1.1.31 Warranty Review	<u>Architect: Basic Services</u>

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§4.1.1.2. Multiple preliminary designs: The Architect will assist with the evaluation of, and develop a master site plan for, up to 1 locations under consideration by Client, and up to 3 options per location, including:

- a. Site plan design;
- b. Site circulation;
- c. Overall site organization;
- d. Open space design and calculation;
- e. Parking distribution and layout.

§ 4.1.1.5 Site evaluation and planning: The Architect shall provide site evaluation and planning services associated with the development of the Project site and overall campus layout. Services may include review of existing site conditions, evaluation of available utilities and access points, preliminary site planning, building and parking placement studies, circulation and traffic considerations, pedestrian connectivity, grading concepts, and coordination with applicable zoning and jurisdictional requirements.

Site evaluation and planning services shall be based upon information and documentation provided by the Owner and the Owner's consultants, including but not limited to surveys, geotechnical reports, environmental reports, utility information, and existing conditions documentation. The Architect shall be entitled to rely upon the accuracy and completeness of information furnished by the Owner and Owner's consultants.

These services are intended to support the phased development and implementation of the Project and may include coordination of site development associated with multiple building packages and phased construction activities.

§ 4.1.1.6 Building Information Model management responsibilities: The Architect shall provide Building Information Modeling ("BIM") management services associated with the development and coordination of the Project design documents. Such services may include establishment and maintenance of the project BIM model, model coordination among the Architect's consultants, file management protocols, clash detection coordination, model-sharing procedures, and periodic coordination meetings related to BIM execution.

The Architect's BIM services shall be performed in accordance with the Architect's standard BIM protocols and any mutually agreed upon BIM Execution Plan developed for the Project. The Architect shall provide models suitable for design and construction documentation purposes; however, the BIM model is not intended to serve as a fabrication model, construction means-and-methods model, or record model unless specifically identified otherwise in this Agreement.

The Owner and Contractor acknowledge that reliance upon the BIM model for purposes beyond those expressly identified in this Agreement shall be at their own risk. Any enhanced BIM uses, including but not limited to fabrication modeling, digital twins, facilities management integration, asset tagging, laser scanning, scan-to-BIM services, or as-built model development, shall be considered Additional Services unless specifically included herein.

§ 4.1.1.8 Civil engineering: Civil engineering services shall be provided by the Architect as a Supplemental Service through the Architect's civil engineering consultant. Such services may include, but are not limited to, site grading, drainage design, utility infrastructure design, stormwater management, paving design, erosion control measures, permitting support, roadway improvements, water and wastewater systems, detention facilities, and other civil engineering services necessary for development of the Project site.

The Architect and its consultants shall be entitled to rely upon the accuracy and completeness of information furnished by the Owner, including but not limited to surveys, geotechnical reports, environmental reports, utility information, existing conditions documentation, and other information provided by the Owner or the Owner's consultants.

Any redesign, re-coordination, or additional architectural and engineering services required as a result of incomplete, inaccurate, revised, or delayed information provided by the Owner or the Owner's consultants may constitute Additional Services.

§ 4.1.1.9 Landscape design: Landscape design services associated with the Project are included as part of the Architect's Basic Services. Such services may include development of landscape concepts, planting design, irrigation coordination, hardscape design, site furnishings, exterior gathering spaces, and coordination of landscape improvements associated with the Project site.

Landscape design services shall be limited to those areas directly associated with the Project scope and identified within the Project limits established by the Owner. Detailed landscape architecture services beyond the Project limits, extensive site master planning, specialty landscape features, athletic field design, ecological restoration, or enhanced campus landscape planning services shall be considered Supplemental or Additional Services unless specifically identified otherwise in this Agreement.

§ 4.1.1.10 Architectural interior design: Architectural interior design services associated with the Project are included as part of the Architect's Basic Services. Such services may include interior space planning, finish selections, reflected ceiling plans, interior material and color concepts, coordination of interior architectural elements, millwork concepts, and selection coordination for interior finishes and fixed architectural components associated with the Project.

Interior design services shall be limited to spaces within the Project scope and shall be coordinated with the overall architectural design intent. Services related to loose furnishings, movable furniture specification, artwork selection, signage and wayfinding programs, audiovisual systems design, specialty lighting design, or procurement and installation of Furniture, Fixtures, and Equipment ("FF&E") are not included unless specifically identified otherwise in this Agreement.

§ 4.1.1.14 Conformed documents for construction: Following completion of the bidding and negotiation phase and incorporation of accepted alternates, addenda, and approved modifications, the Architect shall provide one set of conformed Construction Documents for use during construction. Conformed documents are intended solely as a convenience to the Owner and Contractor and shall not replace the original Contract Documents, addenda, or executed modifications.

§ 4.1.1.15 As-designed record drawings: The Architect shall prepare and provide one set of record drawings based upon information furnished by the Contractor, including marked-up field drawings, change orders, supplemental instructions, and other documentation reflecting changes made during construction. The record drawings are intended to generally depict the constructed Work and shall not be considered exact as-built documentation or a verification of field conditions.

§ 4.1.1.21 Telecommunications/data design: Telecommunications and data design services required for the Project are included as part of the Architect's Basic Services and shall be provided through the Architect's consultants. Such services may include design and coordination of telecommunications rooms, backbone pathways, cable tray routing, structured cabling infrastructure, device outlet locations, and coordination with the Owner's technology standards and service providers.

Telecommunications/data design services shall be limited to infrastructure and pathway systems serving the Project and necessary for normal building operations. Specialized technology systems, audiovisual systems, security systems, access control, distributed antenna systems (DAS), public safety radio enhancement systems, network electronics, server equipment, programming, commissioning of Owner-furnished systems, or procurement and installation of telecommunications equipment are not included unless specifically identified otherwise in this Agreement.

The Owner shall provide all applicable technology standards, IT requirements, and coordination with the Owner's internal technology representatives and service providers necessary for completion of the services.

§ 4.1.1.22 Security evaluation and planning: Security evaluation and planning services associated with the Project are included as part of the Architect's Basic Services. Such services may include coordination of building access concepts, exterior lighting considerations, site visibility and CPTED (Crime Prevention Through Environmental Design) principles, preliminary security planning, and coordination of security-related infrastructure requirements with the Owner and the Architect's consultants.

Security evaluation and planning services shall be limited to integration of general security design considerations into the Project design. Detailed security consulting services, threat assessments, operational security planning, cybersecurity services, security staffing analysis, surveillance monitoring operations, emergency response planning, blast analysis, ballistic design, or procurement and programming of specialized security systems are not included unless specifically identified otherwise in this Agreement.

The Owner shall provide any specific security standards, operational protocols, or specialized security requirements applicable to the Project.

§ 4.1.1.25 Fast-track design services: Fast-track design services associated with the Project are included as part of the Architect's Supplemental Services. Such services consist of a phased and accelerated project delivery approach in which portions of the Work are designed, permitted, bid, and constructed concurrently prior to completion of the full Project construction documentation.

The Architect's services may include preparation of multiple phased construction document packages, phased permitting submissions, accelerated coordination with consultants, and support of overlapping bidding, permitting, and construction activities intended to facilitate early procurement, site development, and overall project schedule acceleration.

The Project is anticipated to be delivered in multiple phases, including separate packages for site development and building construction components. The Architect shall coordinate issuance of phased deliverables in accordance with the Project schedule established by the Owner.

The Owner acknowledges that fast-track delivery may require expedited reviews, timely decision-making, and ongoing coordination among the Owner, Architect, consultants, Contractor, and permitting authorities. Adjustments to previously issued documents resulting from phased development, Owner-directed changes, regulatory requirements, or coordination with ongoing construction activities may constitute Additional Services if such adjustments materially expand the Architect's scope of services.

Delays, disruptions, or extensions in the Project schedule shall not automatically constitute Additional Services. However, material delays, extended suspensions, resequencing, remobilization, or prolonged construction durations beyond those reasonably contemplated at the time of execution of this Agreement may require equitable adjustment to the Architect's compensation and schedule."

§ 4.1.1.26 Multiple bid packages: The Architect shall provide services associated with the preparation and

coordination of multiple bid packages as part of the Project's phased delivery approach. Such services may include the development of separate construction document packages, phased permitting and bidding coordination, issuance of addenda associated with individual bid packages, and coordination with the Owner and Contractor regarding sequencing and procurement requirements.

The Project is anticipated to include separate bid packages for site development and multiple building phases in order to facilitate an accelerated construction schedule and phased construction activities. The Architect shall coordinate the issuance of bid packages in accordance with the Project schedule established by the Owner.

The Owner acknowledges that the use of multiple bid packages may require overlapping design, permitting, procurement, and construction activities, as well as increased coordination among the Owner, Architect, consultants, Contractor, and permitting authorities. Significant revisions to previously issued bid packages resulting from Owner-directed changes, scope modifications, regulatory requirements, market conditions, or coordination with ongoing construction activities may constitute Additional Services if such revisions materially expand the Architect's scope of services.

§ 4.1.1.30 Other Supplemental Services: The Architect shall provide Fire Protection/Life Safety consulting services as Supplemental Services for the Project.

Fire Protection/Life Safety services may include fire protection engineering coordination, life safety evaluations, code analysis support, egress and occupancy evaluations, coordination of fire suppression and alarm system requirements, and review of applicable fire and life safety code requirements associated with the Project.

These services shall be provided through the Architect and/or the Architect's consultants and are included as Supplemental Services under this Agreement. Services beyond those reasonably anticipated for the Project scope, including redesign associated with significant scope revisions, regulatory changes, or Owner-directed modifications, may constitute Additional Services.

Supplemental Services per §4.1.1.31, Warranty Review: Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner to review the facility operations and performance.

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§ 4.1.1.1 Programming: Programming services shall be provided by the Owner. The Owner shall furnish the Architect with the Project program, including space requirements, operational objectives, adjacencies, equipment needs, occupancy requirements, and other criteria necessary for the development of the Project. The Architect may review and validate the information provided by the Owner and advise on potential impacts to budget, schedule, constructability, and building systems integration; however, development of the detailed program is not included within the Architect's Basic Services.

§ 4.1.1.4 Existing facilities surveys: Existing facilities surveys, including detailed field verification, measured drawings, utility investigations, subsurface investigations, and verification of existing conditions, shall be provided by the Owner. The Architect shall be entitled to rely upon the accuracy and completeness of information, drawings, surveys, and documentation furnished by the Owner or the Owner's consultants. Any additional field verification or investigative services requested beyond the Architect's standard site observations shall be considered an Additional Service.

§ 4.1.1.12 The Architect shall assist the Owner and/or any Cost Estimator retained by the Owner in the preparation and updating of estimates of the Cost of the Work throughout the design process. Such assistance may include providing project documentation, responding to requests for clarification, participating in cost review discussions, and evaluating potential scope or design adjustments related to budget alignment. Preparation of detailed cost estimates, quantity take-offs, or independent estimating services shall be provided by the Owner or the Owner's Cost Estimator.

§ 4.1.1.23 Commissioning: Commissioning services are not included within the Architect's Basic Services and, if required, shall be provided by the Owner through a third-party commissioning agent. The Architect shall cooperate with the Owner's commissioning agent and provide reasonable coordination associated with the commissioning process. Extensive commissioning coordination, re-design resulting from commissioning

activities, enhanced energy modeling, or participation in seasonal or post-occupancy commissioning activities shall be considered Additional Services.

§ 4.1.1.28 Furniture, Furnishings, and Equipment ("FF&E") design and layout services included within Basic Services shall be limited to planning, layout, selection assistance, and coordination of design intent. Procurement, purchasing, warehousing, inventory management, delivery coordination, installation, and post-installation adjustment of FF&E shall be the responsibility of the Owner or others retained by the Owner.

The Owner shall provide all FF&E standards, selections, specifications, equipment requirements, procurement activities, and coordination necessary for integration of FF&E items into the Project. The Architect shall coordinate with the Owner and the Owner's FF&E consultants regarding space requirements, utility requirements, and general integration of FF&E items into the architectural and engineering design.

The Architect shall not be responsible for procurement, purchasing, installation, or performance of Owner-furnished furniture, furnishings, or equipment unless specifically identified otherwise in this Agreement.

§ 4.1.1.29 Other services provided by specialty Consultants: Specialty consultant services required for the Project that are not specifically identified as part of the Architect's Basic Services or Supplemental Services shall be provided by the Owner as an Owner's Supplemental Service. Such specialty consultant services may include, but are not limited to, geotechnical engineering, environmental consulting, traffic studies, acoustic consulting, food service consulting, audiovisual consulting, signage and wayfinding consulting, laboratory planning, commissioning, hazardous materials consulting, surveying, testing and inspection services, and other specialized consulting services required for the Project.

The Owner shall be responsible for retaining and compensating all specialty consultants not specifically included within the Architect's scope of services. The Owner shall furnish all reports, studies, recommendations, and coordination information produced by such consultants in a timely manner for incorporation into the Project design and documentation.

The Architect shall be entitled to rely upon the accuracy and completeness of information and services provided by the Owner's specialty consultants. Any redesign, re-coordination, or additional services required due to incomplete, inaccurate, revised, or delayed information provided by the Owner's specialty consultants may constitute Additional Services.

§ 4.1.1.30 Other Supplemental Services: Other Supplemental Services not specifically identified elsewhere in this Agreement shall be provided by the Owner as an Owner's Supplemental Service unless otherwise mutually agreed to in writing by the Owner and Architect.

Such services may include additional studies, analyses, evaluations, coordination efforts, redesign services, presentations, meetings, documentation, specialty consulting services, or other services requested after execution of this Agreement or arising from circumstances not reasonably anticipated at the time this Agreement was executed.

Should the Owner request the Architect to provide any such Supplemental Services, the scope, schedule, and compensation for those services shall be established through mutual written agreement prior to commencement of the services. Performance of such services may require adjustments to the Project schedule and compensation.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects ~~Exhibit~~, ~~Exhibit~~ or other similar exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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.12 Value engineering services required due to: (i) absence of Project Budget at the commencement of Services; (ii) Project Budget changes after the Programming phase; (iii) new value engineering instructions after commencement of the Construction Documents phase; or (iv) inaccurate cost

estimates or cost escalations due to market conditions (including but not limited to supply chain issues, tariffs, duties, import fees, labor shortages, or other factors);

- .13 Changes to Construction Documents based on alternative, fast track, separate, or sequential bids, phasing, and swing space;

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (—) visits to the site by the Architect during construction
- .3 (—) inspections for any portion of the Work to determine whether such portion of the Work is
Twenty-two (22) site visits by the Architect during construction anticipated to occur on an
approximate cadence of one (1) visit per month over an eighteen (18) month construction duration. In
addition, four (4) supplemental site visits shall be included and may be utilized at any time during the
construction process as deemed reasonably necessary by the Architect and Owner for project
coordination, progress evaluation, or issue resolution..3 Four (4) inspections by the Architect to
determine whether such portions of the Work are substantially complete in accordance with the
requirements of the Contract Documents, consisting of one (1) inspection for each phase of
construction
- .4 One (1) inspections for any portion of the Work to determine final completion.
- .5 Three (3) permit submission and review cycles for each phased permit package. Additional permit
resubmissions resulting from scope changes, procurement modifications, revised Owner directives,
jurisdictional changes, or material redesign after the third review cycle shall constitute Additional
Services..6 Three (3) The Architect shall review and take appropriate action upon the Contractor’s
submittals, such as Shop Drawings, Product Data, and Samples, for the limited purpose of checking for
conformance with information given and the design concept expressed in the Contract Documents. The
Architect shall provide up to three (3) reviews for each individual Shop Drawing, Product Data item,
sample, or similar submittal.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) 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.

§ 4.2.6 Record Documents provided by the Architect shall consist of electronic PDF record sets, DWG exports of drawing files, and the Revit model in its current ‘as-designed’ form. Record Documents shall reflect information reasonably available to the Architect based upon Contractor-provided documentation, RFIs, ASIs, sketches, and other field modification information. The Architect shall not be responsible for verifying field conditions or preparing fully updated model-based as-built documentation unless specifically authorized as an Additional Service.

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§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, Exhibit or other similar exhibit, attached to this Agreement.

§ 5.8 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. Architect is entitled to rely upon the accuracy and completeness of the services, information, surveys, and reports provided by Owner, Contractor, or any of their subcontractors or consultants. Architect’s coordination of its services with the services of Owner’s other consultants will be limited to that necessary for consistency of Architect’s documents with those of such consultants.

...

§ 5.10 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. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall 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, and any input provided by the Architect to the Owner, and/or any Cost Estimator hired by the Owner, with respect to 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~~ Owner, and/or any Cost Estimator hired by the Owner, shall include contingencies for design, bidding, and price escalation; ~~to determine and the Architect shall assist the Owner in determining~~ what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; ~~to recommend making~~ reasonable adjustments in the program and scope of the Project; and ~~to include including~~ design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's ~~Owner's~~ estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. ~~If the Owner requires a detailed~~ The Architect shall assist in the preparation of these estimates by providing information regarding the design intent as required. If the Owner requires an estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

§ 6.5 If at any time the Architect's ~~Owner's~~ estimate of the Cost of the Work materially 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~~ adjustments in the subsequent design phase.

§ 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 more than five percent (5%) the lowest bona fide bid or negotiated proposal, the Owner shall

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary once 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to errors in the cost estimates provided by or on behalf of the Owner, or due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; ~~otherwise but,~~ the Architect's services for modifying the Construction Documents to correct the Architect's errors or omissions shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...

§ 7.1 The drawings, specifications, surveys, reports, and other documents, and any computer tapes, disks, models, CAD files, research, analytics, processes, algorithms, or other data, in any medium, prepared by the Architect (collectively "Instruments of Service") are protected by U.S. copyright laws, and will remain the Architect's property. 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.

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§ 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. The parties agree that this mutual waiver includes, but is not limited to, damages incurred by either party for loss of income, lost profit, financing costs, loss of business, or damage to reputation.

§ 8.1.4 Except for the Architect's liability, if any, for damages incurred by the Owner, as a result of a third-party claim concerning the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent act, error, or omission of the Architect, the Owner agrees that the Architect's total liability arising out of or related to the Project or this Agreement, will not exceed the total compensation received by the Architect pursuant to this Agreement.

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Arbitration pursuant to Section 8.3 of this Agreement

PAGE 27

Not Applicable

...

Any continued use, reuse, or modification of the Architect's Instruments of Service without the Architect's written consent shall be prohibited. If the Architect grants permission for continued use, such use shall be at the Owner's sole risk and without liability to the Architect or the Architect's consultants. The Owner agrees to indemnify and hold harmless the Architect and the Architect's consultants from and against claims, damages, liabilities, and expenses arising from modifications to, or use of, the Instruments of Service by the Owner or others following termination of this Agreement.

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§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Owner acknowledges that the Architect has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. 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.

...

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. The parties agree that the terms and conditions of this Agreement are considered confidential. Owner understands and agrees that Architect may gather statistical data, analytics, trends, and other aggregated or otherwise de-identified data derived from Architect's services to Owner ("Aggregate Data"), and that Aggregate Data will be stored and processed by Architect for general research purposes. Aggregate Data, as well as any resulting research, know-how, processes, algorithms or other methodology related to the Aggregate Data, shall remain Architect's property and will be considered confidential or business proprietary under this Agreement.

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§ 10.10 Latent Conditions. In the event the Project includes any remodeling, alteration, or rehabilitation work, the Owner acknowledges that certain design and technical decisions will be made on assumptions based on available documents and visual observations of existing conditions.

§ 10.11 Area Measurements and Calculations. Area measurements and calculations provided by the Architect ("Measurements") are for the Owner's reference only, and are not intended to be relied upon by third parties, used in

legal documents, or to be the sole basis for calculating rent, tax obligations or other similar purposes. The use and application of Measurements is at the sole discretion of the Owner and the Owner agrees to indemnify the Architect from any claims or damages asserted by third parties arising from or related to the application and use of the Measurements.

§ 10.12 Ethics. The Owner and the Architect acknowledge their responsibilities and commitment to abide by their respective ethical guidelines, to require that their employees, agents, consultants or contractors conduct themselves professionally and respectfully, and to comply with both domestic and international anti-slavery and anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act and the Modern Slavery Act, and any amendments and related regulations. Either party may terminate this Agreement at any stage of the Project, if it reasonably believes that the other party failed to comply with the provisions of this section, including any non-compliance prior to the effective date of this Agreement. A party exercising its right to terminate under this provision will not be liable for any claims or damages arising out of or related to the termination.

...

Compensation for Basic Services shall be a lump sum fee based upon the Project scope, anticipated construction cost, and a building area of not less than One Hundred Twenty-Four Thousand Eight Hundred (124,800) gross square feet. Compensation for Basic Services shall be the lump sum amount of Three Million Twenty-One Thousand Eight Hundred Twenty-Nine Dollars and Zero Cents (\$3,021,829.00).

Gross Square Foot and Construction Cost Adjustment: Should the anticipated Cost of the Work per square foot and/or the Gross Square Feet of the Project increase by more than ten percent (10%) from the assumptions established in this Agreement, the Architect's compensation for Basic Services shall be equitably adjusted to reflect the revised scope, construction cost, and/or building area.

...

Compensation for the Supplemental Services specifically identified in Section 4.1.1 and included within the Architect's scope of services has been incorporated into the lump sum compensation established under this Agreement. No separate compensation shall be due for such identified Supplemental Services unless the scope of such services materially changes from that contemplated by this Agreement.

Supplemental Services requested by the Owner that are not specifically identified as included within the Architect's scope of services shall be compensated as Additional Services in accordance with the terms of this Agreement and as mutually agreed upon in writing by the Owner and Architect prior to commencement of such services.

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Lump Sum, as mutually agreed by the Parties, or Hourly

2026 – 2027 Hourly Rate Schedule: These rates are valid April 1, 2026 – March 31, 2027, and are subject to adjustment thereafter.

<u>Managing Principals</u>	<u>\$375.00 - \$600.00</u>
<u>Principals</u>	<u>\$275.00 - \$525.00</u>
<u>Design Directors</u>	<u>\$250.00 - \$350.00</u>
<u>Technical Directors</u>	<u>\$250.00 - \$300.00</u>
<u>Digital Design Director</u>	<u>\$400.00 - \$450.00</u>
<u>Senior Design Managers</u>	<u>\$225.00 - \$325.00</u>
<u>Design Managers</u>	<u>\$175.00 - \$200.00</u>
<u>Senior Tech/Architects</u>	<u>\$225.00 - \$350.00</u>
<u>Tech/Architects</u>	<u>\$125.00 - \$200.00</u>
<u>Senior Interior Designers</u>	<u>\$225.00 - \$325.00</u>
<u>Interior Designers</u>	<u>\$125.00 - \$200.00</u>

<u>Graphic/Brand Designers</u>	<u>\$125.00 - \$250.00</u>
<u>Digital Design Strategists</u>	<u>\$200.00 - \$325.00</u>
<u>Industry Specialists</u>	<u>\$200.00 - \$475.00</u>
<u>Senior Strategist</u>	<u>\$250.00 - \$325.00</u>
<u>Strategist</u>	<u>\$125.00 - \$225.00</u>
<u>Spec Writers</u>	<u>\$225.00 - \$325.00</u>
<u>Project Coordinators</u>	<u>\$150.00 - \$225.00</u>
<u>Sustainability Specialists</u>	<u>\$150.00 - \$300.00</u>

...

§ 11.4 Compensation for Supplemental and 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 follows:

...

N/A

...

The Owner has provided the Architect with a previously prepared fifty percent (50%) Construction Document submission developed by others for the Project. In recognition of the anticipated use of these prior documents, the Architect has excluded compensation associated with the Schematic Design Phase from the Architect’s fee. The excluded Schematic Design Phase compensation is equal to fifteen percent (15%) of the fee for Basic Services. Accordingly, no compensation has been allocated to the Schematic Design Phase under this Agreement.

The modified fee percentage will be the following

Schematic Design Phase	<u>Fifteen</u>	percent (<u>0</u>	%)
Design Development Phase	<u>Twenty Five</u>	percent (<u>30</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>05</u>	%)
Construction Phase	<u>Twenty-Five</u>	percent (<u>25</u>	%)

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Hourly

2026 – 2027 Hourly Rate Schedule: These rates are valid April 1, 2026 – March 31, 2027, and are subject to adjustment thereafter.

<u>Managing Principals</u>	<u>\$375.00 - \$600.00</u>
<u>Principals</u>	<u>\$275.00 - \$525.00</u>
<u>Design Directors</u>	<u>\$250.00 - \$350.00</u>
<u>Technical Directors</u>	<u>\$250.00 - \$300.00</u>
<u>Digital Design Director</u>	<u>\$400.00 - \$450.00</u>
<u>Senior Design Managers</u>	<u>\$225.00 - \$325.00</u>
<u>Design Managers</u>	<u>\$175.00 - \$200.00</u>
<u>Senior Tech/Architects</u>	<u>\$225.00 - \$350.00</u>
<u>Tech/Architects</u>	<u>\$125.00 - \$200.00</u>
<u>Senior Interior Designers</u>	<u>\$225.00 - \$325.00</u>
<u>Interior Designers</u>	<u>\$125.00 - \$200.00</u>
<u>Graphic/Brand Designers</u>	<u>\$125.00 - \$250.00</u>
<u>Digital Design Strategists</u>	<u>\$200.00 - \$325.00</u>

<u>Industry Specialists</u>	<u>\$200.00 - \$475.00</u>
<u>Senior Strategist</u>	<u>\$250.00 - \$325.00</u>
<u>Strategist</u>	<u>\$125.00 - \$225.00</u>
<u>Spec Writers</u>	<u>\$225.00 - \$325.00</u>
<u>Project Coordinators</u>	<u>\$150.00 - \$225.00</u>
<u>Sustainability Specialists</u>	<u>\$150.00 - \$300.00</u>

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect’s Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the ~~Architect normally maintains,~~ Architect’s consultants normally maintain, the Owner shall pay the Architect for the additional costs incurred by the ~~Architect~~ Architect’s consultants for the additional coverages as set forth ~~below:~~below, or limit the Architect’s liability for such consultants’ acts or omissions to any amounts actually recovered from the consultant’s insurance.

...

N/A

...

§ 11.10.1.1 An initial payment of Not Applicable (\$ Not Applicable) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Not Applicable (\$ Not Applicable) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

...

§ 11.10.2.1 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.

...

1.50 % monthly

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§ 12.1 The Project is anticipated to be delivered utilizing a phased and fast-track delivery approach, including multiple construction document packages, phased permitting, phased bidding, and overlapping construction activities. The Owner acknowledges that timely reviews, decisions, and approvals are necessary to maintain the Project schedule.

§ 12.2 The Architect shall be entitled to rely upon the accuracy and completeness of information, reports, surveys, studies, existing conditions documentation, and services furnished by the Owner and the Owner’s consultants.

§ 12.3 The Architect’s services shall not include hazardous materials investigations, environmental assessments, geotechnical engineering, land surveying, civil engineering, commissioning, specialty technology consulting, or other specialty consultant services unless specifically identified otherwise in this Agreement.

§ 12.4 The Architect’s Basic Services and Supplemental Services are based upon the Project scope, schedule, and phased delivery approach identified in this Agreement. Material changes to the Project scope, schedule, procurement

strategy, phasing, or Owner-directed revisions may require adjustments to the Architect's compensation and schedule and may constitute Additional Services.

§ 12.5 The Owner acknowledges that the Architect's Instruments of Service are prepared solely for this Project and shall not be reused, modified, or utilized for completion of the Project by others without the Architect's prior written consent.

§ 12.6 The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, procedures, safety precautions, or the Contractor's performance of the Work.

§ 12.7 The Owner shall provide timely decisions, reviews, and approvals necessary for the orderly progress of the Architect's services. Delays caused by untimely Owner decisions or approvals may require adjustments to the Project schedule and compensation.

§ 12.8 The Architect's services are based upon normal working hours and standard permitting review durations. Expedited reviews, excessive redesign, extended construction duration, multiple resubmittals beyond those identified in this Agreement, or prolonged construction administration services may constitute Additional Services.

§ 12.9 The Architect's site visits during construction shall be limited to those specifically identified in this Agreement. Additional site visits requested by the Owner or required due to extended construction duration, rework, phased occupancy, contractor performance issues, or repeated inspections shall constitute Additional Services.

§ 12.10 Furniture, furnishings, and equipment procurement, purchasing, warehousing, delivery, installation, move coordination, and asset management are excluded from the Architect's scope of services unless specifically identified otherwise in this Agreement.

§ 12.11 Reliance Upon Existing Design Documents: The Owner acknowledges that portions of the Project design are based upon prior programming materials, studies, and approximately fifty percent (50%) Construction Documents prepared by others and furnished to the Architect by the Owner. The Architect shall be entitled to rely upon the accuracy and completeness of such prior Instruments of Service and information provided by the Owner and its consultants.

The Architect shall not be responsible for errors, omissions, code deficiencies, design inconsistencies, or other deficiencies contained within Instruments of Service prepared by others, except to the extent such deficiencies arise from the Architect's own revisions to such Instruments of Service.

§12.12 Phased Permitting and Accelerated Delivery: The Owner acknowledges that phased permitting, multiple bid packages, and accelerated construction activities may require portions of the Work to proceed prior to completion of all Project documentation. The Architect shall not be responsible for schedule impacts, redesign, re-sequencing, delays, inefficiencies, or additional coordination resulting from Owner-directed phased release, procurement sequencing, contractor means and methods, or early construction activities beyond the Architect's reasonable control.

§12.13 The Owner acknowledges that pricing, material availability, procurement durations, and construction sequencing associated with Pre-Engineered Metal Building systems and related specialty equipment may fluctuate based on market conditions beyond the Architect's control.

12.14 The Owner has provided the Architect with the document identified as Exhibit A herein, consisting of a previously prepared fifty percent (50%) Construction Document submission developed by others for the Project ("Prior Instruments of Service"). The Architect may utilize portions of the Prior Instruments of Service solely for reference, coordination, evaluation, and incorporation into the development of the Project documents, as deemed appropriate by the Architect.

The Owner represents that it has obtained all necessary rights and permissions for the Architect's use of the Prior Instruments of Service for purposes of this Project and agrees to indemnify and hold harmless the Architect and the Architect's consultants from claims, liabilities, damages, or expenses arising from the Architect's reliance upon or use of the Prior Instruments of Service.

The Architect shall not be responsible for the accuracy, completeness, code compliance, coordination, constructability, or suitability of documents prepared by others. The Architect's use of the Prior Instruments of Service shall not be construed as adoption or certification of the work prepared by others except to the extent specifically revised, verified, and incorporated by the Architect into the final Instruments of Service for this Project.

The Architect's scope of services and compensation reflected in this Agreement are based in part upon the anticipated use of the Prior Instruments of Service provided by the Owner.

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§ 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 the Owner and Architect. No failure to act by either Party hereto will be deemed to constitute a waiver of such Party's rights or remedies hereunder. If any party of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

...

- .2 Building Information Modeling Exhibit, if completed: AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

Not Applicable

...

- [Not Applicable] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below: below or "other similar exhibit" where used

PAGE 35

Not Applicable

- ["Exhibit A -Midland College Applied Technology 50CD Issue 05.06.2025.pdf"] Other Exhibits incorporated into this Agreement:

...

Not Applicable.

...

Not Applicable

...

Damon Kennedy
President

Michael Rey, AIA, NCARB
Principal,

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:30:37 ET on 06/15/2026 under Order No. 4104246362 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Midland College

Recommendation
Regular Board Meeting June 23, 2026
Consideration of Approved Method for Construction Services

Recommendation

The administration recommends that the Board of Trustees approve the Construction Manager at Risk (CMAR) delivery method as the procurement method for construction services for the Applied Technology Complex. This method is recommended as it provides the best value to the College through early contractor involvement, enhanced cost control, and improved project scheduling.

Background

Midland College is required to establish a project delivery and contract award method for construction projects in accordance with Board Policy CM (Local), which applies to construction contracts valued at \$100,000 or greater.

The CMAR delivery method allows the College to contract with a Construction Manager at Risk—serving as the general contractor—during both the design and construction phases. This approach provides pre-construction services, including cost estimating, value engineering, constructability review, and scheduling input, which help ensure that the project scope, budget, and timeline are aligned prior to construction.

The CMAR method is particularly advantageous for complex or phased projects such as the Applied Technology Complex, as it facilitates collaboration among the College, architect, and contractor to minimize risk, enhance efficiency, and improve overall project outcomes.

Next Steps

Upon Board approval, the College will initiate procurement utilizing the statutory two-step CMAR selection process.

Step One – Request for Qualifications (RFQ):

The College will publicly advertise and issue an RFQ that will include:

1. Confirmation that a two-step selection process will be used;
2. General information regarding the project scope, site, schedule, estimated budget, selection criteria, and the weighted value assigned to each criterion; and
3. Additional information necessary to evaluate the qualifications of prospective firms.

In accordance with procurement requirements, cost or fee information will **not** be requested or considered during this phase.

Step Two – Request for Proposals (RFP):

The College will invite five or fewer of the most highly qualified firms—based solely on Step One evaluations—to submit proposals. These proposals will include fee structures, general conditions pricing, and other relevant cost information.

Following evaluation, the College will bring the selected CMAR and negotiated contract, including an initial Guaranteed Maximum Price (GMP), to the Board for approval.



Midland College

**Purchase Request
Regular Board Meeting June 23, 2026
Consideration of Vehicle Leasing Agreement
Amount: \$157,368 per year (5 Year Lease)**

PURCHASE RECOMMENDATION

Request

Administration requests approval to partner with Enterprise Fleet Management to implement a comprehensive fleet replacement and management program utilizing an equity lease structure. This program will modernize the College's fleet, improve safety and operational efficiency, and establish a sustainable vehicle lifecycle.

Background

Midland College currently operates a fleet of 32 vehicles supporting police, security, and maintenance functions. A significant portion of the fleet has exceeded its useful life, with approximately 65% of vehicles over 10 years old and current replacement cycles averaging approximately 16 years.

The aging fleet results in increased maintenance and fuel costs, reduced reliability, and operational inefficiencies. Additionally, many vehicles lack modern safety features, including backup cameras and electronic stability control, which raises safety concerns for employees.

The proposed partnership with Enterprise Fleet Management would transition the College to a more strategic fleet lifecycle model, reducing vehicle replacement cycles to approximately five years and leveraging an equity lease structure to improve cash flow and cost predictability.

The recommended initial phase includes replacing 13 vehicles that are 10 or more years old. Under the proposed model, the annual lease cost for these vehicles is estimated at approximately \$158,000, compared to an estimated \$700,000 upfront cost if purchased outright. The program also allows for the resale of underutilized and older vehicles, generating estimated equity of approximately \$89,000 to offset costs.

The program may be procured through Sourcewell Contract #030122, for which Midland College is an active member, ensuring compliance with cooperative purchasing requirements and access to fleet management services.

Funding Source

Funding for this program will be supported through budgeted funds for Fiscal Year 2026–2027 and future fiscal years, aligned with the College's operational and capital replacement planning for fleet assets.



Midland College

Next Steps

Upon Board approval, the College will finalize the agreement with Enterprise Fleet Management under the Sourcewell cooperative contract and initiate the first phase of implementation.

Immediate next steps will include:

- Finalizing vehicle specifications and replacement schedule for the initial fleet phase;
- Coordinating the disposal and resale of existing vehicles;
- Implementing the equity lease structure for the replacement vehicles; and
- Establishing an annual review process to monitor fleet performance, costs, and replacement planning.

The administration will provide periodic updates to the Board regarding fleet performance, cost savings, and future replacement phases.



FLEET MANAGEMENT

Fleet Synopsis

Prepared For:

Midland College



Prepared By:

Jenelle Anderson

Senior Fleet Consultant

Enterprise Fleet Management

4210 S Congress Ave, Austin TX

Impact of Partnership

Situation

Current fleet age is negatively impacting the overall budget and fleet operations

- 32 total vehicles between the college's police, security and maintenance fleet
- 65% of the current fleet is over 10 years old
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable causing increased downtime and loss of productivity
- Resale of the aging fleet is significantly reduced
- 65% of current vehicles predate standardization of the backup camera and 60% of fleet predate electronic stability control standardization
- Challenged by inconsistent yearly budgets
- Currently replacing vehicles every 16 years

Objectives

Identify an effective vehicle life cycle that maximizes potential equity at time of resale and utilizing an equity lease to help improve cash flow

- Shorten current life cycle from 15+ years to 5 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Acquire the right vehicle for the job
- Increase employee morale and productivity with newer vehicles
- Leverage an open-end equity lease to maximize cash flow and recognize equity

Provide safer vehicles to Midland College employees

- 65% of total fleet predate standardization of back up camera (2018)
- 61% of fleet predates rear automatic braking (2016)
- 25% of fleet predate electronic stability control standardization (2012)
 - ESC is the most significant safety invention since the seatbelt
- 16% of fleet predate anti-lock brake standardization

Utilize Sourcewell Contract #030122

- Midland College is already an active Sourcewell Member (Account Number 99780)
- Access to all fleet management services as applicable to the needs of Midland College
- Supports the fleet for evaluation on an annual basis assessing costs and reviewing best practices

Recommended Starting Place

By partnering with EFM, Midland College will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend

- Replace all vehicles that are 10+ years old in the first year, total of 13 vehicles
- Utilize an equity lease where the annual lease payments of 13 vehicles is \$158,000
- Cost to replace the same 13 vehicles with cash would cost Midland College nearly \$700,000
- EFM can help sell 13 current Midland College vehicles as well as 6 that are being underutilized for an estimated equity of \$89,000

Supporting Evidence

Midland College is currently replacing vehicles every 16 years, on average spending \$100,000 annually on acquisitions. By utilizing an equity lease and letting Enterprise Fleet Management sell Midland College's vehicles, this model shows how Midland College can replace vehicles every 5 years vs. 15+ years, get the right vehicles for usage including aftermarket equipment and have the program be a cost neutral vs buying vehicles and hanging onto them for 16 years.

Fleet Mix					Fleet Cost							Annual
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Capital Purchase	Annual Lease Payments	Equity (owned)	Equity (leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	32	2	32	0	\$109,914		-\$3,000		\$76,032	\$84,021	\$266,967	
2027	26	13	13	13		\$157,368	-\$89,250		\$46,488	\$53,760	\$168,366	\$98,601
2028	26	3	10	16		\$195,852	-\$27,200		\$42,960	\$50,413	\$262,025	\$4,942
2029	26	4	6	20		\$247,164	-\$49,130		\$38,256	\$45,949	\$282,239	-\$15,272
2030	26	3	3	23		\$286,524	-\$51,494		\$34,728	\$42,601	\$312,359	-\$45,392
2031	26	3	0	26		\$328,248	-\$56,637	-\$234,948	\$31,200	\$39,254	\$107,117	\$159,850
2032	26	13	0	26		\$328,248		-\$58,588	\$31,200	\$39,254	\$340,114	-\$73,147
2033	26	3	0	26		\$328,248		-\$78,808	\$31,200	\$39,254	\$319,894	-\$52,927
2034	26	4	0	26		\$328,248		-\$60,442	\$31,200	\$39,254	\$338,260	-\$71,293
2035	26	3	0	26		\$328,248		-\$32,934	\$31,200	\$39,254	\$365,768	-\$98,801
2036	26	3	0	26		\$328,248		-\$234,948	\$31,200	\$39,254	\$163,754	\$103,213
Fleet Budget Impact												\$9,776

Breakdown of Replacement Vehicles

Model Year	1/2 Ton Truck Double Cab, 6.5ft bed	1/2 Ton Truck Double Cab, 8ft bed	3/4 Ton Truck Super Cab, 8ft bed	Cargo Van 3/4 Ton Van partition only	Cargo Van 3/4 Ton Van shelving and partition	Large SUV 8 seater	Small SUV	Police ERV 1/2 Ton Truck RAM 1500
Model Year	2027*	2027*	2027	2027*	2027*	2027*	2027*	2027*
Make	Toyota	Toyota	Ford	GMC	GMC	Toyota	Toyota	RAM
Model	Tundra	Tundra	Tundra	Savana 2500	Savana 2500	Sequoia	Corolla Cross	1500 w/Special Services Prep
Series	SR 4x2 Double Cab	SR 4x2 Double Cab	XL 4x2 Super Cab	Work Van RWD	Work Van RWD	SRS 4x2	L FWD	Tradesman 4x4 Crew Cab
Bed Length, WB	6.5ft bed, 145WB	8ft bed, 165WB	8ft bed, 165WB					5.9ft bed, 145WB
Engine	3.4L V6	3.4L V6	7.3L V8	4.3L V6	4.3L V6	3.4L V6 Hybrid	2.0L 4-Cylinder	3.0L I6 Hurricane
Aftermarket	none	none	none	shelving and partition	shelving and partition	none	none	police lighting/equipment
Capitalized Price of Vehicle	\$46,683	\$46,905	\$44,064	\$42,477	\$45,277	\$67,301	\$27,158	\$57,636
Number of Vehicles	1	1	1	1	1	3	1	4
Down Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Aftermarket Cost	\$0	\$0	\$0	\$1,200	\$4,000	\$0	\$0	\$10,557
Monthly Payment	\$753	\$759	\$631	\$795	\$846	\$1,239	\$505	\$1,227
Total Down Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Payment Total Year 1	\$9,040	\$9,110	\$9,968	\$9,534	\$10,149	\$44,604	\$6,057	\$8,920
Annual Cash Outlay Year 1	\$9,040	\$9,110	\$9,968	\$9,534	\$10,149	\$44,604	\$6,057	\$8,920
Annual Payment Total Year 2	\$9,040	\$9,110	\$9,968	\$9,534	\$10,149	\$44,604	\$6,057	\$8,920
Annual Payment Total Year 3	\$9,040	\$9,110	\$9,968	\$9,534	\$10,149	\$44,604	\$6,057	\$8,920
Annual Payment Total Year 4	\$9,040	\$9,110	\$9,968	\$9,534	\$10,149	\$44,604	\$6,057	\$8,920
Annual Payment Total Year 5	\$9,040	\$9,110	\$9,968	\$9,534	\$10,149	\$44,604	\$6,057	\$8,920

Breakdown of Vehicle Being Sold

Department	#	Year	Make	Model	Series	VIN	Last Odometer	Market Value
Fleet Repair Maintenance	1	2006	Ford	F-250	XL 4x2 SD Super Cab 6.75 ft. box 142 in. WB SRW	1FTSX20P26ED71220	95,556	\$2,150
Fleet Repair Maintenance	10	2006	Chevrolet	Silverado 2500HD	LS 4x2 Extended Cab 6.6 ft. box 143.5 in. WB	1GCHC29UX6E258744	189,912	\$2,000
Fleet Repair Maintenance	11	2009	Toyota	Highlander	Base 4dr Front-Wheel Drive	JTEDS42A492092414	189,952	\$4,200
Fleet Repair Maintenance	12	2002	Ford	E-350 Super Duty	XL Extended Wagon	1FBSS31L42HA69182	177,569	\$500
Fleet Repair Maintenance	13	2000	Ford	E-350 Super Duty	XL Extended Wagon	1FBSS31LXYHA71298	184,203	\$500
Police Fleet	14	2014	Chevrolet	Tahoe	Police Vehicle 4x2	1GNLC2E06ER181169	174,144	\$2,900
Police Fleet	17	2013	Chevrolet	Tahoe	Police Vehicle 4x2	1GNLC2E09DR243680	161,741	\$2,000
Fleet Repair Maintenance	18	2014	Toyota	Highlander	LE V6 4dr All-Wheel Drive	5TDDKRFH1E5041593	118,392	\$11,000
Fleet Repair Maintenance	20	2012	Ford	Expedition EL	XL 4dr 4x2	1FMJK1F58CF63016	151,555	\$1,500
Fleet Repair Maintenance	22	2006	Ford	F-150	XLT 4x2 Super Cab Styleside 5.5 ft. box 133 in. WB	1FTVX12576NB8867	70,859	\$3,000
Police Fleet	24	2014	Chevrolet	Tahoe	Police Vehicle 4x2	1GNLC2E00ER181880	180,306	\$2,000
Mailroom	36	2008	Dodge	Grand Caravan	SE Front-Wheel Drive Passenger Van	2D8HN44H58R101548	167,403	\$1,000
Police Fleet	new 15	2013	Chevrolet	Tahoe	Police Vehicle 4x2	1GNLC2E03DR201571	144781	\$3,000

Department	#	Year	Make	Model	Series	VIN	Last Odometer	Market Value
Fleet Repair Maintenance	5	2013	Ford	Expedition EL	XL 4dr 4x2	1FMJK1F56DEF35233	147,597	\$2,200
Police Fleet	old 15	2014	Chevrolet	Tahoe	Police Vehicle 4x2	1GNLC2E00ER162634	144,468	\$2,500
Fleet Repair Maintenance	21	2012	Ford	Expedition EL	XL 4dr 4x2	1FMJK1F5XCEF63017	160,029	\$1,500
Fleet Repair Maintenance	26	2020	Chevrolet	Traverse	LS w/1LS Front-Wheel Drive	1GNERFKW9LJ147827	94,794	\$11,500
Police Fleet	44	2014	Chevrolet	Tahoe	Police Vehicle 4x2	1GNLC2E00ER179501	179,377	\$12,000
Fleet Repair Maintenance	50	2020	GMC	Yukon	SLT 4x4	1GKS2BKC5LR224598	72,829	\$23,800



Midland College

Purchase Request
Regular Board Meeting June 23, 2026
Consideration of Tennis Court Lighting Installation
Amount: \$286,000

PURCHASE RECOMMENDATION

Request

Administration requests approval to award the construction contract to OPREX Construction, LLC for the Midland College Tennis Court Lighting Project in the amount of \$286,000.

Background

Midland College solicited proposals for the installation of new tennis court lighting to enhance the functionality, safety, and usability of the College's tennis facilities. The project scope includes providing all materials, labor, and equipment necessary to complete the installation in accordance with project plans prepared by Vandergriff Group Architects.

A total of three bids were received for this project. While multiple qualified proposals were submitted, OPREX Construction was identified as providing the best overall value based on a combination of competitive pricing and project execution factors, including the shortest proposed installation timeframe of 60 calendar days. Consistent with Texas Government Code Chapter 2269, the College evaluated proposals based on best value criteria including price, schedule, and demonstrated capability, and determined that OPREX Construction provides the most advantageous overall value to the College.

OPREX Construction has demonstrated experience in similar public-sector projects and offers a structured approach to construction that emphasizes planning, cost control, schedule reliability, and coordination with stakeholders, supporting successful and timely project delivery.

Funding Source

Funding for this project will be provided through donations designated for improvements to the College's tennis facilities.

Next Steps

Upon Board approval, the College will proceed with execution of the construction agreement with OPREX Construction, LLC using standard AIA contract documents.

Following contract execution, the College will issue a Notice to Proceed, and the contractor will begin project mobilization, procurement of materials, and scheduling of installation activities. Construction will be closely monitored, with the help of Vandergriff Group Architects, to ensure compliance with contract requirements, adherence to the proposed schedule, and successful completion of the tennis court lighting project.



Midland College

Tennis Court Lighting

3600 N Garfield St
Midland, Texas 79705

OPREX Construction
6502 Slide Road Suit 203
Lubbock, Texas 79424
(806) 712-4000
bids@oprex.com



Executive Summary

OPREX Commercial Construction highly values the opportunity to be considered as a construction partner for this project. We recognize that this decision carries significant responsibility. The success of the project will impact not only budget and schedule, but also the people who use the space, the operations it supports, and the community it serves.

At its core, this project requires a builder who can balance planning and execution with transparency, accountability, and steady leadership. OPREX approaches every project with the understanding that our role extends beyond construction alone. We act as a partner to the Owner and design team, helping align vision, budget, schedule, and constructability into a clear and achievable path forward.

Our team brings extensive experience delivering public and private projects of varying size and complexity, often in occupied environments and under strict funding and scheduling constraints. We are deliberate in our planning, disciplined in our cost control, and proactive in identifying and managing risk before it becomes disruption. This approach allows us to protect design intent, maintain financial predictability, and deliver work that performs as intended long after completion.

OPREX's process is built on early engagement, open communication, and shared visibility. We believe Owners should never be surprised by cost, schedule, or scope changes. Through structured preconstruction planning, transparent accounting, and consistent field leadership, we provide clarity at every stage of the project. Our goal is to make the construction process understandable, controlled, and collaborative for all stakeholders involved.

This proposal outlines our understanding of the project, our recommended approach, and the experience and systems we bring to support successful delivery. We are confident in our ability to execute this work with professionalism, care, and respect for the responsibility entrusted to us. OPREX looks forward to the opportunity to partner with you and deliver a project that meets your goals and earns your trust.

Stephen Lambert

Principal OPREX Construction, LLC

PARTNER • PLAN



EXECUTE • SUCCEED



DOCUMENT 00 42 00

PROPOSAL FORM

DATE: 05/28/2026

PROPOSAL OF: OPREX Construction, LLC

Company Name

6502 Slide Rd, Ste. 203, Lubbock, TX 79424

Address

Mr. Jeff Chambers, VP for Administrative Services
Midland College
3600 N Garfield St PAD 120A
Midland, Texas 79705

Dear Mr. Chambers:

The undersigned, having carefully examined the project manual, drawings, and related documents dated April 30, 2026 and entitled:

Midland College
Tennis Court Lighting
Midland College
3600 N Garfield St
Midland, Texas 79705

All as prepared by Vandergriff Group Architects, having made an on-site inspection of the premises and all other conditions affecting the cost and/or execution of the work, proposes to furnish all materials, labor, and equipment necessary to complete the work in accordance with said documents, of which this proposal is a part, for the following sum:

PROPOSAL, Lump Sum: two hundred eighty-six thousand

Dollars (\$ 286,000.00)

Note: All amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern.

The undersigned acknowledges receipt of 1 addenda to the Proposal Documents as follows:

No. <u>1</u>	Date <u>05/27/2026</u>	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

(The Proposer is to fill in I.D. Number and date of each thereby acknowledging receipt of addenda.)

If awarded the contract, the undersigned agrees to commence Work under this contract on or before a date to be specified in a written Notice to Proceed and to bring the project to Substantial Completion within 60 calendar days (fill in number of days) from the Notice to Proceed, However in no case later than 90 calendar days from notice to proceed.

We agree to hold our proposal open beyond the Proposal Date for thirty (30) days.

If notified of the acceptance of this proposal within forty five (45) days of the time set for the opening of proposals, proposer agrees within ten (10) days of notification, to execute a contract on AIA Document A101, Standard Form of Agreement Between Owner and Contractor for the above work, for the agreed upon compensation.

PROPOSAL SECURITY, as defined in the Instructions to Proposers, which the Undersigned agrees to disposition of, as stated in Instructions to Proposers, is attached to this Proposal.

Upon acceptance of this Proposal by Owner, Contractor shall furnish, at the time of the signing of the contract, a PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND, in the amount of 100% of the Contract Price and proof of insurance. Surety shall meet requirements specified in Supplementary General Conditions.

I further agree as follows:

1. To submit, along with this proposal form, the following selection criteria information;
 - The number of calendar days required for substantial completion.
 - Resume and references of office project manager and superintendent.
 - Experience record.
 - List of electrical subcontractors (to be included in sealed proposal).

2. To submit (if required by the Architect) Insurance claims and litigation during last three years.

Selection of the Contractor shall be based on the price, proposed time and the bidder who provides goods or services at the best value for Midland College.

It is understood that the Owner reserves the right to accept or reject any and all Proposals and to waive all formalities in accordance with State law.

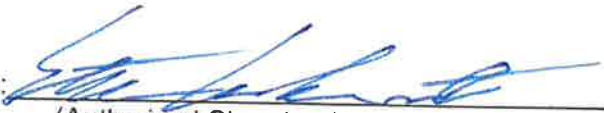
IMPORTANT NOTICE:

If Proposer is a Corporation, set forth the legal name of the Corporation, State of incorporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation.

If Proposer is a Partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

The undersigned affirms that they are duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned, not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Respectfully Submitted,

By: 
(Authorized Signature)

Title: Principal

Date: 05/28/2026

Business Name, Mailing Address or P.O. Box and Zip Code

OPREX Construction, LLC

6502 Slide Rd, Suite 203

Lubbock, TX 79424

(SEAL: If Proposal is
by Corporation)

Telephone Number with Area Code (806) 712-4000

FAX Number with Area Code N/A

Fill in the applicable information:

A Corporation, chartered in the State of _____ authorized to do business in the State of Texas.

A Partnership, composed of _____, and
_____ and _____.

An Individual operating under the name of _____ OPREX Construction, LLC _____.

Document Continues with Midland College Terms, Conditions and Agreement

END OF DOCUMENT 00 42 00



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Garland Martin; Robbie Martin; Josh Andrajack; Tina McLelland; Haevyn Knobloch; Melanie Caldwell

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$40,000,000.00): \$40,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326635
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326635
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 28th day of May, 2026

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

WELCOME TO
OPREX AT A GLANCE

DECADES OF LEADERSHIP. PROVEN DELIVERY.

Years Combined
Experience

200+

Multiple personnel with 20-30+

Projects
Up to

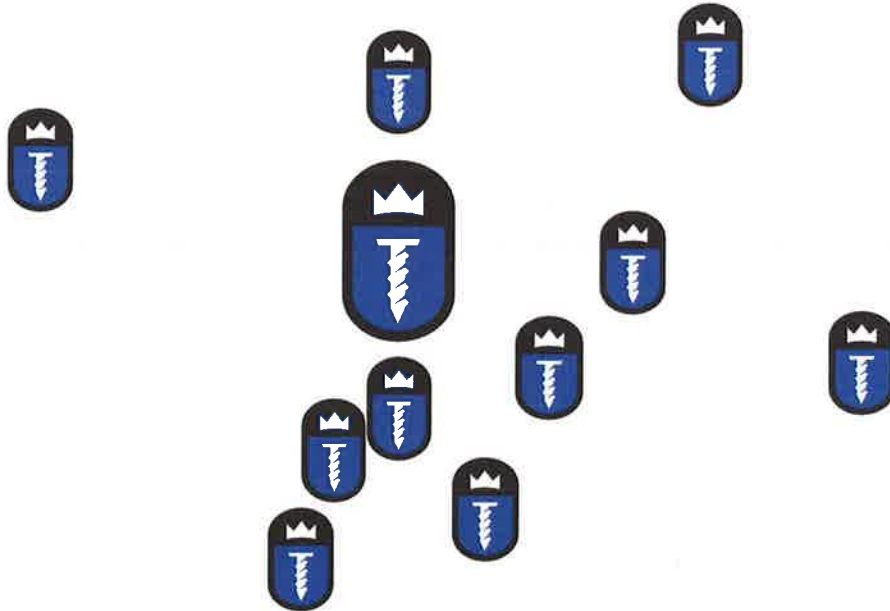
\$100M+

Commercial, Education, Healthcare,
Municipal, Historic & More

Average
EMR Rating

0.83

OSHA-Certified Field
Leadership on
Every Project



OPREX
SERVICE AREA

OUR SERVICES

PRECONSTRUCTION SERVICES



CONSTRUCTION MANAGEMENT



COST-PLUS CONTRACTING



SAFETY & QUALITY MANAGEMENT



GENERAL CONTRACTING



DESIGN-BUILD



PROJECT MANAGEMENT & FIELD SUPERVISION



CLOSEOUT & WARRANTY SERVICES





Zeb Austin

Director of Operations

Profile Summary

Zeb Austin brings extensive experience in project planning, scheduling, and resource management on multi-million-dollar projects across West Texas. Known for proactive leadership and strong coordination, he supports project managers and superintendents to keep field operations aligned with strategic goals. He has also served as an owner's representative on projects exceeding \$100 million, demonstrating high-level oversight and execution expertise.

Highlighted Project Experience

Lubbock Preston Smith International Airport | Lubbock, Texas

\$100 million in multiple renovation projects to the existing runway.

Dave & Buster's | Lubbock, Texas

\$5.6 million ground up build of the national arcade chain

Vintage Retail Plaza | Lubbock, Texas

\$4.7 million ground up construction of a 35,000sf shopping center

Odessa College - Segrest Stadium | Odessa, Texas

\$5.2 million site improvement to the James Segrest Stadium

Potter County Detention Center Renovations | Amarillo, Texas

\$1.6 million CMaR project involving the renovation of the intake and booking area in an occupied, fully operational detention center.

Midland ISD - Milam Elementary | Midland, Texas

\$1.3 million site improvement project in an active elementary school



Education & References

Oklahoma State University

2008-2011

Dax Reinitz | COO

Wheelhouse Development

(806) 722-1200

Core Strengths

- Coordinates effectively across departments and project teams
- Expert in project planning, scheduling, and resource management
- Aligns field operations with company objectives and strategy
- Strong leader with a proactive, solutions-focused approach

CONFIDENTIAL



John McHaney

Director of Construction & Planning

Profile Summary

John McHaney serves as OPREX's Director of Construction and Planning with over 25 years of experience in project oversight and team leadership. He ensures compliance with codes and company standards while guiding planning and construction efforts. John has managed more than \$100 million in projects and provides steady, hands-on leadership across commercial, educational, and renovation work.

Highlighted Project Experience

Dave & Buster's | Lubbock, Texas

\$5.6 million ground up build of the national arcade chain

Vintage Retail Plaza | Lubbock, Texas

\$4.7 million ground up construction of a 35,000 sf shopping center

Denver City Police Station | Denver City, Texas

\$3.4 million CMaR project of a ground up police department

BPx Energy Field Office | Orla, Texas

\$3.8 million ground up construction of a new field office

Potter County Detention Center Renovations | Amarillo, Texas

\$1.6 million CMaR project involving the renovation of the intake and booking area in an occupied, fully operational detention center.

Midland ISD - Milam Elementary | Midland, Texas

\$1.3 million site improvement project in an active elementary school



References

Brady Collier | Member

Freeway Bible Chapel

(806) 441-7460

Dax Reinitz | COO

Wheelhouse Development

(806) 722-1200

Core Strengths

- Project Oversight & Management of Multi-Million-Dollar Construction Projects
- Team Leadership & Staff Development Strategic Planning & Scheduling
- Compliance with Building Codes & Company Standards
- Construction Coordination

CONFIDENTIAL



Jim Daghfal

Senior Project Manager

Profile Summary

Jim Daghfal is a seasoned construction professional with over 20 years of experience managing complex, multi million dollar projects. As OPREX's Senior Project Manager, he has overseen a variety of commercial and historic renovation projects, including award winning work recognized for excellence in concrete and structural innovation.

Highlighted Project Experience

OSF Headquarters Parking Garage | Peoria, IL

\$25 million award-winning multi-level concrete structure recognized for design innovation and construction excellence.

Liberty Bible Church | Eureka, IL

\$15 million ground-up construction of a new multi-purpose worship facility.

Surgery Suites St. Joseph Hospital | Bloomington, IL

\$5 million fast-track interior renovation delivering critical healthcare space upgrades.

MRI Suite | St. Mary's Hospital

\$7 million complex medical renovation executed within an active, occupied hospital environment.

BPx Energy Field Office | Orla, Texas

\$3.8 million ground up construction of a new field office



Education & References

Bachelor's in Architecture

The University of Illinois at Chicago
May 2001 – May 2004

Dan Labriola | President

PointCore Construction
(p) 847-376-0417

Mark Noonan | Sr. Superintendent

PointCore Construction
(p) 309 214 3095

Core Strengths

- Managing Projects Over \$100 Million
- Client & Design Team Coordination
- Schedule & Budget Oversight
- Historic Renovation & Healthcare Expertise



Joe Huddleston

General Superintendent

Profile Summary

Joe Huddleston brings over 30 years of construction experience, having contributed to a wide range of projects including schools, healthcare facilities, and other complex developments. Known for his hands on approach and attention to detail, Joe ensures projects are delivered safely, efficiently, and to the highest standards of quality.

Highlighted Project Experience

Wink-Loving ISD Elementary | Wink, Texas
\$21 million ground up elementary school

Potter County Detention Center Renovations | Amarillo, Texas
\$1.6 million renovation to the intake and booking area in an active detention center

UMC Exterior Renovation | Lubbock, Texas
\$5 million renovation to the exterior patios at UMC

South Park Hospital | Lubbock, Texas
\$3 million ground up birthing center

Lubbock Diagnostic Clinic | Lubbock, Texas
\$7 million ground up diagnostic clinic

Redbud Kidney Clinic | Lubbock, Texas
\$7 million dialysis center in a shopping center



Education & References

Associated General Contractors of America
1986

Journeyman Carpenter
Texas Workforce Commission

Scotty Carmen | Superintendent
Wink ISD
(432) 208-3044

Craig Wallace | Architect
Stiles Wallace & Associates
(806) 795-6431

Core Strengths

- Educational Facilities Coordination Experience
- On site Subcontractor Coordination
- Builds and mentors high-performing field teams
- Drives efficiency and accountability across all phases
- Leads field operations from start to finish
- Enforces strict safety and quality standards



Brandon Bussell

Project Manager

Profile Summary

Brandon Bussell serves as Project Manager for OPREX Construction and has established a strong reputation among Owners and Architects for his clear, concise communication and exceptional responsiveness. Brandon is known for proactively addressing questions, providing timely updates, and maintaining open lines of communication throughout all phases of a project.

Highlighted Project Experience

Odessa College - Segrest Stadium | Odessa, Texas

\$5.2 million site improvement to the James Segrest Stadium

Midland ISD - Milam Elementary | Midland, Texas

\$1.3 million site improvement project in an active elementary school

Midland ISD - Alamo & Abell JRHS | Midland, Texas

\$1.38 million weight room additions to Alamo and Abell Junior Highs

Grady ISD - Site Improvements | Lenorah, Texas

\$1.05 million site improvements project including transforming new bleachers, installing guardrails, and adding a turf area

Profitness | Lubbock, Texas

\$1.3 million 10,000 square foot tenant finish out for luxury gym

Rodeo Dental | Lubbock, Texas

\$837,000 5,100 square foot tenant finish out of a kids dental clinic



Education & References

Texas Tech University

2013-2016

Mark Pelletier | Architect

Vandergriff Group Architects

(432) 687-0781

Walter Pate | Architect

Pate Architects

(432) 697-0037

Core Strengths

- Managing Educational Projects
- Client & Design Team Coordination
- Schedule & Budget Oversight
- Risk Management
- Experience in Occupied/Active Facilities

CONFIDENTIAL



Tim Huddleston

Superintendent

Profile Summary

Tim Huddleston is a veteran construction professional with over 30 years of experience and a reputation for consistently getting the job done. As a trusted leader in the West Texas construction industry, he has overseen a wide range of commercial and renovation projects, bringing practical expertise, strong leadership, and a solutions-focused approach to every endeavor. Tim's decades-long career reflects a commitment to quality, efficiency, and delivering results that exceed client expectation:

Highlighted Project Experience

Wink-Loving ISD Football Fields | Wink, Texas

\$15 million new athletic fields for football, softball, & baseball.

Wink-Loving ISD High School | Wink, Texas

\$7 million ground up construction of the new high school

Hale Center High School | Hale, Texas

\$7 million ground up build of the new high school

South Plains Association of Governments | Lubbock, Texas

\$1.7 million 24,000sf renovation to the new headquarters for S.P.A.G. operation:

Immaculate Conception Catholic Church Muleshoe, Texas

\$1.4 million 5,500sf renovation to the damaged church



Education

United Brotherhood of Carpenters

1976-1980

Journeyman Carpenter

Texas Workforce Commission

Core Strengths

- Educational Facilities Coordination Experience
- Quality Assurance
- Team Management
- Adaptability
- Builds and mentors high-performing field teams
- Leads field operations from start to finish

CONFIDENTIAL

MILAM ELEMENTARY



📍 **Midland, Texas**

💰 **\$1,295,000.00**

📄 **Lump Sum**

📅 **Nov. 2023 - Feb. 2024**

👤 **Nick Stone - MISD Representative**

👤 **Brandon Bussell - Project Manager**

👤 **Derek McHaney - Superintendent**

OPREX Construction successfully completed the new drive lane and walking track for Milam Elementary and Midland ISD. Throughout the project, we prioritized creating strong relationships with the district and ensuring minimal disruptions to the school environment, given its elementary setting.

As a result of our strong performance and partnership, OPREX has built such a positive relationship with Midland ISD that we have **earned repeat business and are currently working on the two MISD junior high projects.**



ODESSA JAMES SEGREST STADIUM



- 📍 **Odessa, Texas**
- 💰 **\$5,295,219.00**
- 🏢 **CSP**
- 📅 **May 2022 - May 2023**
- 👤 **Zeb Austin - Superintendent**
- 👤 **Brian Ostling - Superintendent**

OPREX Construction served as the Construction Manager for the Denver City Police Department project, a state-of-the-art facility designed to meet the needs of the community and law enforcement. This project spanned 7,100 square feet and was constructed using conventional steel, ensuring durability and functionality.



GRADY ISD



- 📍 **Lenorah, Texas**
- 💰 **\$1,050,200.00**
- 📄 **Lump Sum**
- 📅 **Feb. 2024 - May 2024**
- 👤 **Leandro Gonzales - Owner Rep**
- 👤 **Brandon Bussell - Project Manager**
- 👤 **Sam Naugher - Superintendent**

OPREX Construction completed the Grady ISD Site Improvements project in Lenorah, Texas in May 2024. The project included new concrete, bleachers, guardrails, and a turf area to enhance the school's facilities.

Working with Vandergriff Group Architects, OPREX provided in-house estimating and preconstruction services to ensure accurate budgeting and planning. Through efficient coordination and communication, the project was **completed in half the contracted time** and ahead of schedule.



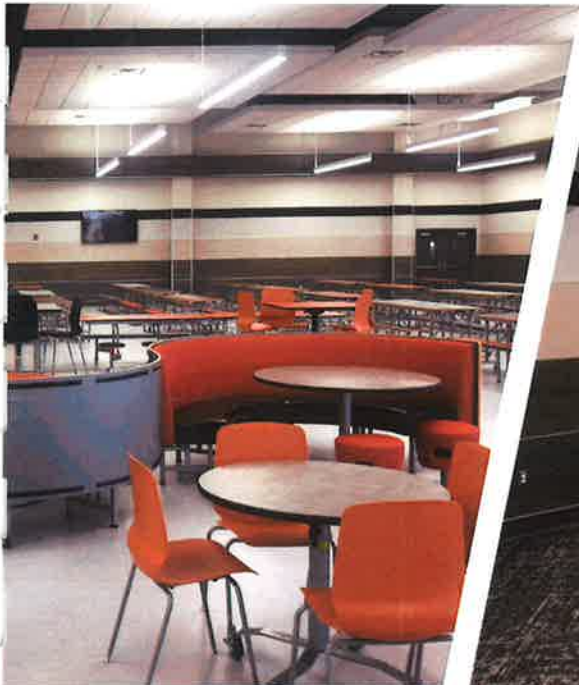
WINK-LOVING ISD ELEMENTARY



- 📍 **Wink, Texas**
- 💰 **\$21,000,000.00**
- 🏗️ **CMaR**
- 📅 **June 2020 - April 2022**
- 👤 **Scotty Carmen - Superintendent**
- 👤 **Joe Huddleston - Superintendent**

Completed in April 2022, the \$21 million Wink-Loving Elementary School project delivered a modern educational facility for Wink-Loving ISD within a 22-month schedule and on budget.

Superintendent Joe Huddleston led field operations *prior to joining OPREX Construction*, overseeing subcontractor coordination, quality control, and schedule management. His leadership helped deliver a successful project that provides modern learning spaces for the growing district.



WINK-LOVING ISD SPORTS COMPLEX



- 📍 **Wink, Texas**
- 💰 **\$15,000,000.00**
- 🏗️ **CMaR**
- 📅 **May 2024**
- 👤 **Scotty Carmen - Superintendent**
- 👤 **Tim Huddleston - Superintendent**

This project consisted of two new football fields, a new press box with elevator, new home and visitor bleachers, new baseball and softball fields, and a new weight room. *The project was completed by Superintendent Tim Huddleston prior to his tenure with OPREX Construction.* Through consistent communication, schedule reliability, and responsiveness to district needs, Tim established a strong working relationship with Wink ISD that contributed to the successful delivery of the project and continued trust between the district and project team.



ALAMO & ABELL JRHS WEIGHT ROOMS



- 📍 **Midland, Texas**
- 💰 **\$1,083,750.00**
- 📄 **Lump Sum**
- 📅 **IN CONSTRUCTION**
- 👤 **Nick Stone - Owner Rep**
- 👥 **Brandon Bussell - Project Manager**
Gabriel Reyes - Superintendent

OPREX Construction is **currently serving as the General Contractor for the MISD Alamo Junior High and Abell Junior High Weight Room Addition projects.** The work includes additions to both existing weight rooms while **managing two active school sites simultaneously.** The Abell Junior High addition totals 6,767 SF and the Alamo Junior High addition totals 6,753 SF. OPREX coordinates subcontractors across both campuses to maintain safe operations and minimize disruption to students and staff.





Safety & Quality Control

Safety Strategy

OPREX maintains a proactive and disciplined safety program designed to protect employees, subcontractors, clients, and the public on every project, as reflected in our **current EMR rating of 0.83**. While the Superintendent leads safety implementation on site, OPREX believes that safety is the responsibility of every person on the job. This shared accountability supports a strong **“see something, say something”** culture in which unsafe conditions, behaviors, or developing hazards are reported immediately and addressed without delay. Safety expectations are communicated through site-specific orientation, ongoing field oversight, PPE enforcement, and **weekly toolbox talks led by the Superintendent**. OPREX also utilizes Cross Training Services as a third-party safety consultant to perform jobsite visits and safety audits, providing additional oversight and accountability. Through weekly safety communication, strong field leadership, independent auditing, and active participation from the entire team, OPREX works to maintain safe and well-managed jobsites throughout construction.



Quality Control Strategy

OPREX's quality control process **begins before work is installed and continues through final verification**. During project coordination and preconstruction review, the team identifies critical point inspections, specification requirements, and installation standards that must be satisfied before work is concealed or subsequent activities begin. These inspection requirements are logged in Procore, assigned to the responsible parties, and incorporated into the project schedule so they are treated as essential project milestones rather than informal checkpoints. Throughout construction, the project team reviews work in place, coordinates inspections, tracks deficiencies, and verifies corrections before dependent work proceeds. This disciplined process helps ensure that workmanship aligns with the contract documents, inspections occur at the proper time, and quality documentation is preserved as part of the permanent project record.

PARTNER • PLAN  **EXECUTE • SUCCEED**

REFERENCES

General

★ 1. Wheelhouse Development

- **Name:** Dax Reinitz
- **Address:** 6502 Slide Rd #200
Lubbock, TX 79424
- **Phone:** (806) 722-1200

2. BPx Energy

- **Name:** Jason Fan
- **Address:** 15377 Memorial Dr.
Houston, TX 77079
- **Phone:** (346) 453-5123

★ 3. PermiaCare

- **Name:** Chris Barnhill
- **Address:** 401 E. Illinois, Suite 401
Midland, Texas 79701
- **Phone:** (432) 570-3333

Contractor

★ 1. Stout Drywall & Acoustical LLC

- **Name:** Ozzy Holguin
- **Address:** 2446 Steven Rd.
Odessa, TX 79764
- **Phone:** (432) 703-7165

2. Action Air

- **Name:** Jordan Ohlmann
- **Address:** 8211 Ave D
Lubbock, TX 79452
- **Phone:** (806) 787-6501

3. Johnson Roofing

- **Name:** Chaney Johnson
- **Address:** 5313 50th Street, Unit D7
Lubbock, TX 79424
- **Phone:** (806) 500-1407

Texas Public Entity Officials

1. Pecos County

- ★ ▪ **Name:** Joe Shuster
- **Address:** 103 W Callaghan St,
Fort Stockton, TX 79735
- **Phone:** (432) 336-2792

2. South Plains Association of Governments

- **Name:** Kelly Criswell
- **Address:** 6811 Indiana Ave, Suite B
Lubbock, TX 79413
- **Phone:** (806) 762-8721

3. City of Denver City

- ★ ▪ **Name:** Stan David
- **Address:** 102 W 3rd St,
Denver City, TX 79323
- **Phone:** (806) 215-0612

Architect

1. Vandergriff Group

- **Name:** Mark Pelletier
- **Address:** 312 N. Big Spring, Suite 100
Midland, TX 79701
- **Phone:** (432) 687-0781

2. Cox-Dirks Architects

- **Name:** Jason Bush
- **Address:** 5101 80th St., Suite 103
Wolfforth, TX 79424
- **Phone:** (806) 762-1226

3. Franz Architects

- **Name:** John Franz
- **Address:** 4055 International Plaza, Suite 100
Fort Worth, TX 76109
- **Phone:** (817) 737-9922





PARTNER – PLAN – EXECUTE – SUCCEED

Proposed Electrical Contractor for Midland College Tennis Court Lighting

To whom it may concern,

OPREX Construction proposes to use Dark Horse Electrical for the installation of the light poles at Midland College.

Thank you,

OPREX Construction, LLC

INTEGRITY – TEAMWORK – COMMUNICATION – PERSISTENCE – EXCELLENCE

OPREX Construction 6502 Slide Road, Suite 203 Lubbock, Texas 79424

(P) 806-712-4000 (F) 806-878-7004

REQUIRED FORMS

Proposal Acknowledgment Form

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of the Proposal.

(I) (WE) certify that this firm and no employee of this firm has given, offered to give, nor intends to give at any time any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Midland College in connection with this submitted offer.

Company Name: OPREX Construction, LLC

Address: 6502 Slide Rd, Suite 203

City: Lubbock State: TX Zip: 79424

Phone: (806) 712-4000 Fax: N/A

Email: bids@oprex.com

Proposer (Signature): 

Proposer (Print Name): Adam Beikmann

Position with Company: Lead Estimator

Signature of Company Official Authorizing This Proposal: 

Company Official (Print Name): Stephen Lambert

Official Position: Principal

Date: 05/28/2026

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
OPREX Construction, LLC

as Principal, hereinafter called the Principal, and

FCCI Insurance Company

6300 University Parkway, Sarasota, FL 34240

a corporation duly organized under the State of **Florida**

as Surety, hereinafter called the Surety, are held and firmly bound unto

Midland College

as Obligee, hereinafter called the Obligee, in the sum of

*****FIVE PERCENT OF BID AMOUNT*** (5%)**

for the payment of which sum well and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for

Midland College Tennis Court Lighting, 25041

NOW, THEREFORE, if the Obligee, shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee, in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee, the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for with the Obligee, may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **May 28, 2026**

OPREX Construction, LLC



(Witness)



(Title) (Seal)



(Witness)

FCCI Insurance Company



Tina McLelland (Seal) Attorney-in-Fact

Respondent's Certification Form

1. Respondent hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment or an offer of employment in connection with or arising from this RFP or subsequent contract.

2. Respondents must disclose the name(s) of any of its employees, officers, directors, sub-contractors, or agents who may also be a member of the Board of Trustees, or an employee or agent of Midland College.

List Name(s) if any: N/A

3. Persons submitting a response to this RFP must comply with all applicable laws, ordinances and regulations including the provisions of the State of Texas "Local Government Code Chapter 176. As applicable, the person submitting a response to this RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. The form is to be returned with response to the Vice President of Administrative Services, Midland College, 3600 North Garfield, Midland, Texas 79705. A copy of the form can be found at the Texas Ethics Commission web site <http://www.ethics.state.tx.us/forms/CIQ.pdf>

4. Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirement applicable to proposers who are not Texas Residents. Under the Statute, a "Resident" Respondent is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas or employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City / State) and or Number of employees based in Texas:

Address: Lubbock, Texas

Or, Number of Employees that reside in Texas: _____

5. Debarment Certification: Respondent certifies neither the owner or principal owner has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register and Rules and Regulations:

No, Respondent is not currently debarred, suspended or otherwise ineligible.

Yes, Respondent is currently debarred, suspended or otherwise ineligible.

6. In accordance with Chapter 2270 of the Texas Government Code, by accepting this contract, you verify that your firm does not Boycott Israel, and agree that during the term of this agreement will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001 as amended.

7. Texas Government Code, Subchapter F, Prohibition on Contracts with Certain Companies, Section 2252.152, Respondent certifies they do not do business with companies engaged in **business with**

Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

8. Contractor represents and warrants that it complies with all applicable federal and state laws regarding the employment, verification, and eligibility of workers authorized to work in the United States, including the Immigration Reform and Control Act of 1986. Contractor shall ensure that all individuals employed or assigned by Contractor or its subcontractors to perform services under any resulting contract are legally authorized to work in the United States.

Contractor shall comply with Form I-9 Employment Eligibility Verification requirements and shall require all subcontractors performing services under the contract to do the same. Contractor agrees that failure to comply with this provision constitutes a material breach of the contract and may result in termination of the contract without liability to the College.

Yes, Respondent is aware and **IS** compliant.

No, Respondent is aware and **IS NOT** compliant.

Respondent Certification:

Date: 05/28/2026

Signature: 

Printed Name: Stephen Lambert

Felony Conviction/Debarment Notification

Section 44.034, Texas Education Conviction Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states Aa school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as require by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Respondent's Name: OPREX Construction, LLC

Stephen Lambert
Authorized Company Official's Name (Printed)

My firm is a publicly held corporation: therefore, this reporting requirement is not applicable.

Signature of Company Official

My firm is not owned or operated by anyone who has been convicted of a felony.



Signature of Company Official

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name(s) of Felon(s): _____

Details of Convictions (s): _____

Signature of Company Official

Prohibition on Contracts with
Companies Boycotting Israel

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

Exemption criteria includes the following:

1. Company is a sole proprietorship;
2. Company employs less than 10 full-time employees;
3. Value of the contract is less than \$100,000

A Boycott Israel@ is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. A Company@ is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, Stephen Lambert, the Principal
(Name of Certifying Official) (Title or Position of Certifying Official)

of OPREX Construction, LLC, does hereby verify on behalf of said
(Name of Company)

company to the Midland College that said company: (check one)

- 1) does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract;
- 2) Company is a sole proprietorship;
- 3) Company employs less than 10 full-time employees;
- 4) Value of the contract is less than \$100,000


Signature of Certifying Official

Principal
Title

05/28/2026
Date of Certification

**Prohibition on Contracts with
Companies Boycotting Energy Companies**

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000
3. Term "company" does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)."

I, Stephen Lambert, the Principal
(Name of Certifying Official) (Title or Position of Certifying Official)

of OPREX Construction, LLC, does hereby verify on behalf of said
(Name of Company)

company to the Midland College that said company: (check one)

- 1) Does not Boycott energy companies and will not Boycott energy companies (as that term is defined in Texas Government Code Section 809.001) during the term of this contract;
- 2) Company is a sole proprietorship;
- 3) Company employs less than 10 full-time employees; AND Value of the contract is less than \$100,000



Signature of Certifying Official

Principal

Title

05/28/2026

Date of Certification

**Prohibition on Contracts With
Companies that Discriminate Against Firearms Entity or Trade Association**

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

I, Stephen Lambert, the Principal
(Name of Certifying Official) (Title or Position of Certifying Official)

of OPREX Construction, LLC, does hereby verify on behalf of said
(Name of Company)

company to the Midland College that said company: (check one)

- 1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association;
- 2) Company employs less than 10 full-time employees; AND Value of the contract is less than \$100,000


Signature of Certifying Official

Principal
Title

05/28/2026
Date of Certification

Delinquent Franchise Taxes Form

Each corporation contracting with the College shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

I, the understand agent for the corporation, named below, certify that the information concerning delinquent franchise taxes has been reviewed by me and the following information furnished is true to the best of my knowledge.

Respondent's Name: OPREX Construction, LLC

Authorized Corporation Official's Name: Stephen Lambert

A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax; therefore, I am submitting a certified statement to that effect.

Signature of Corporate Official: _____

B. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

Signature of Corporate Official: _____

C. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

Signature of Corporate Official: 



Midland College

**Purchase Request
Regular Board Meeting June 23, 2026
Consideration of Equipment Purchase
Amount: \$123,125**

PURCHASE RECOMMENDATION

Request

Administration requests approval to purchase heavy equipment from ASCO Equipment, including one Case skid steer and one Case mini excavator, to support campus operations and maintenance functions. The total cost of this purchase is \$123,125.

Background

The College requires reliable and properly equipped machinery to support ongoing campus maintenance, construction support activities, and operational needs. The proposed equipment includes a skid steer and mini excavator, both designed to provide versatile capabilities for site work, material handling, and general maintenance operations.

The equipment is being procured through BuyBoard Contract 788-25, which provides a competitively procured cooperative purchasing mechanism that ensures compliance with state purchasing requirements while leveraging volume pricing advantages.

Acquiring this equipment will enhance the College's ability to perform essential maintenance and project-related work in-house, improving response times, operational efficiency, and long-term cost effectiveness.

Funding Source

Funding for this purchase will be provided through current operation budgeted funds for Fiscal Year 2026–2027.

Next Steps

Upon Board approval, the College will proceed with executing the purchase agreement with ASCO Equipment and coordinating delivery of the equipment.

Following delivery, the equipment will be placed into service to support campus operations. The College will ensure proper training, maintenance scheduling, and asset tracking to maximize the useful life and effectiveness of the equipment.



Proposal

Quote Expires- 26 Mar 2026

MIDLAND COLLEGE

30 April 2026

QUO-53564-Z1V1J2

Dealer:

ASCO EQUIPMENT, 3412 KERMIT HWY, ODESSA, Texas, 79764

Customer:

MIDLAND COLLEGE
MIDLAND COLLEGE, 3600 N. GARFIELD, MIDLAND, Texas, 79705-6397

Tucker Behr

Charles Roberts

<u>Equipment</u>				
Year	Serial Number	Description	Equipment Tag	Price
2026	JAFSR175TSM471630	CASE SR175B SKID STEER	EQ0193899	\$54,250.00
2025	HHKHEL32LE0005907	Case CX37C Mini Excavator	EQ0194634	\$47,750.00
			Sub Total:	\$ 123,125.00
<u>Equipment Specification</u>				
<p>New Case SR175B Open Cab TIRE OPTIONS 850310712x16.5 Heavy Duty (70 OTW) COMPLETE CAB 761310 E-H Open Cab Lcd Display CONTROLS LEVEL 761031 2 Speed E-H Controls OPTION PACKAGES 761035 Performance W/Front Electric Includes Standard Bucket</p> <p>New Case CX37C Open Cab CRAWLER TYPE 9552700 Rubber Tracks 1ST AUX HYD TWO WAYS 747055 2Way Aux Joystick Proportional ARM 747078 Arm Short w/Thumb Bracket AUX WORKING LIGHTS 747242 LED Working Lights BEACON 747088 LED Beacon COUNTERWEIGHT 747995 Standard Counterweight. DOZER BLADE OPTION 747232 STD DOZER BLADE 747232 LINKAGE 747062 Linkage With Hook Includes Standard Bucket</p> <p>Auger \$3,125 9" bit \$700 Trencher 36" \$6,875 Hammer \$7,625 Forks - \$1,000 Additional 18" bucket - \$1,800</p>				
Buyboard Contract 788-25				
<u>Pricing Summary</u>				
Net Purchase Price			\$ 123,125.00	
Grand Total			\$ 123,125.00	

**Do not wire money without verbal confirmation of wiring instructions by an ASCO team member.
There are numerous reports of people being taken advantage of by bad actors, so please be diligent to protect yourselves.**

ADDITIONAL TERMS AND CONDITIONS

This proposal is subject to the additional ASCO Terms and Conditions which are attached to and made a part of this proposal by reference. Customer should read the Terms and Conditions and consult with an attorney or legal advisor to answer questions regarding this proposal or the Terms and Conditions. This proposal is a contract between the parties upon signature by the customer and acceptance by seller's management. Effective on the latest date shown below the signature of each party. **Price, terms, and delivery date are subject to approval by the management of ASCO. This proposal expires 10 days from the date stated above unless the proposal has been signed by both the customer and ASCO**

Proposed :

Customer

Tucker Behr

TERMS AND CONDITIONS
[MADE PART OF THE PROPOSAL FOR THE PURCHASE OF EQUIPMENT]

1. General. These Terms and Conditions are part of the Proposal, which becomes a contract upon Seller's acceptance of the Proposal.

2. Payment of Net Purchase Price. Unless otherwise stated in the Proposal, Buyer (sometimes referred to in the Proposal as the "Customer") will pay ASCO (the "Seller") the Net Purchase Price for the Equipment as stated in the Proposal on or before the delivery of the Equipment. Seller reserves the right to require from Buyer a cash down payment (the "Cash Down Payment") to be paid by check or wire transfer of funds prior to the order or the delivery of the Equipment from the Manufacturer. Any required Cash Down Payment must be received within 3 business days after the date that such payment is requested; otherwise, Seller will have the option of terminating this Proposal, in which event neither party will any further duties or obligations hereunder. The balance of the Sales Price (after crediting the "Cash Down Payment," if any) will be paid by Buyer by check or wire transfer of funds immediately preceding the delivery of the Equipment, and upon Buyer being notified by ASCO that the Equipment is available for delivery. Any Cash Down Payment is non-refundable due to Buyer's inability to obtain financing, or for any other reason resulting from Buyer's inability or unwillingness to purchase the Equipment; however, Buyer will be entitled to a refund of the Cash Down Payment upon ASCO'S failure to perform its obligations under the Proposal or should the Manufacturer fail to fulfill the order within a reasonable period of time. The amount of the Cash Down Payment may vary depending on circumstances or financing related to each sale. If Buyer is obtaining financing for the purchase of the Equipment from a third party lender, such financing must be obtained within 3 business days from the date of this Proposal; and if such financing is not obtained, this Proposal may be terminated at the option of either party. Unless otherwise described in this Proposal, no financing is being offered by Seller.

3. Cancellation Charge. A cancellation charge of 20% of the Total Purchase Price is payable by Customer on all cancelled orders.

4. Taxes, Delivery Fees and Other Fees. Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due. Unless otherwise stated in the Proposal, the Net Purchase Price DOES NOT include any applicable taxes, delivery fees, or other applicable fees.

5. Trade-in Equipment. If the Trade-in Equipment is not being delivered to Seller until after the effective date of this Proposal, Buyer represents and warrants to Seller that there will not be a material increase in the hours of use on the Trade-in Equipment or a material change in the condition of the Trade-in Equipment; and, if Seller determines in its sole opinion that such a material change has occurred, Seller will

of such equipment and to adjust the Trade Allowance and Net Trade Allowance as stated in the Proposal. If Seller reappraises the Trade-in Equipment at an amount which is less than the original Trade Allowance by more than five percent (5%), Buyer may terminate this Proposal provided that such termination is made prior to the delivery of the Equipment; and, provided further that upon such termination, Seller has the option of retaining all or any portion of the Cash Down Payment as reimbursement for expenses incurred in regard to this transaction.

6. Non-Performance by Seller. Seller is excused from performance under the terms of this Proposal if delivery is delayed, or rendered impractical or impossible by work stoppages, strikes, delays in transportation, inability to obtain labor or materials, supply-chain delays, and by any other cause or reason beyond the reasonable control of Seller, including but not limited to acts of God, disease, pandemic, weather, and civil unrest or insurrection; and if Seller is unable to perform for the reasons stated in this paragraph, Buyer's sole remedy is termination of this Proposal and the return of its Cash Down Payment, if any.

7. Buyer's Default. Should Buyer default under the terms of this Proposal, ASCO may terminate this Proposal and retain the Cash Down Payment as liquidated damages; or, ASCO may seek such other relief as provided by law or in equity. Upon ASCO's failure to deliver the Equipment (other than its failure to timely deliver the Equipment due to the fault of Manufacturer or any third party, which shall not be a default by ASCO), Buyer may, as its sole remedies, terminate this Proposal and receive a refund of the Cash Down Payment; or, Buyer may enforce specific performance of ASCO'S obligations under this Proposal, provided that the Equipment can be obtained by ASCO from the Manufacturer within a reasonable period of time. An action for specific performance by either party must be initiated, if at all, within 90 days after the alleged breach of this Proposal. Until Buyer has fully paid for the Equipment, ASCO retains a lien on the Equipment in accordance with the *Texas Business and Commerce Code* and Buyer authorizes ASCO to perfect such lien by filing a financing statement with any governmental filing offices as required for perfecting such lien. *Under no circumstances will ASCO be liable to Buyer for any consequential, special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity, or loss of prospective revenue, arising out of this Proposal or the Equipment to be provided under this Proposal. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.*

8. Entire Agreement; Modification. This Proposal constitutes the entire agreement between the parties, and any modification or amendment must be in writing and signed by authorized representatives of both

be entitled to reappraise the Trade-in Equipment at the time of receipt

9. Jurisdiction and Venue. This Proposal shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas, and venue for any lawsuits or legal proceedings related to this Proposal or the Equipment will be in Lubbock County, Texas.

10. Delivery: The risk of loss will pass to Buyer immediately upon the Equipment being: (i) picked up by Buyer or (ii) delivered to customer's location. The delivery of the Equipment as described above is subject to performance and delivery by the manufacturer of the Equipment (the "Manufacturer"), which the Seller and Buyer agree may cause the actual delivery date to vary, and which Seller is unable to control. If Seller has provided Buyer with an "estimated lead time" for delivery of the Equipment, Buyer agrees that the lead time has been provided by the Manufacturer of the Equipment and Buyer is given notice that such time may vary depending on circumstances which are beyond the control of Seller. Seller's delivery of the Equipment to Buyer by any date stated in the Proposal, if any, is subject to Manufacturer's delivery of the Equipment to Seller in accordance with the lead time provided solely by the Manufacturer.

11. Completion of Blanks. Buyer authorizes Seller to unilaterally insert the serial number(s) and/ or model numbers of the Equipment on the previous pages of this Proposal for the purpose of identifying the Equipment or correcting errors.

Buyer and Seller.

12. Price Increases. If the equipment is being ordered from the manufacturer, the price stated herein is an estimate; and, to reflect any increases due to material availability or other factors beyond the control of Seller, the price stated in this Proposal is subject to increase to reflect any price increase imposed by the manufacturer between the date of this Proposal and the delivery date of the Equipment to Buyer.

13. Final Agreement; Buyer's Performance.. All sales are expressly conditional on Buyer's agreement to these Terms and Conditions which are part of the Proposal. Buyer's execution of this Proposal; or, any order or statement of intent by Buyer to purchase the Equipment and/ or any other products or services as described in this Proposal from ASCO; or, any directions by Buyer to proceed with procurement or shipment of the Equipment or any other products or services described in this Proposal; or, acceptance by Buyer of the Equipment, products and/ or services; or, payment of all or part of such Equipment, products and/ or Services as described in this Proposal; shall constitute assent to these Terms and Conditions by Buyer. Any different or additional terms and conditions proposed by Buyer in a purchase order or any other document, are objected to by ASCO and will not be binding upon ASCO unless specifically assented to in writing by an authorized representative of ASCO. The person signing this Proposal on behalf of Buyer is an authorized representative with authority to sign this Proposal.

14. DISCLAIMER OF WARRANTIES ON EQUIPMENT:

ASCO is not the manufacturer of the Equipment. The only warranties offered in regard to the Equipment are those of the Manufacturer. Warranty remedies offered by the Manufacturer of the Equipment are Customer's exclusive remedies. ASCO EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ASCO MAKES NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT; HOWEVER, ASCO'S DISCLAIMER OF WARRANTIES DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer is solely responsible for selecting the Equipment; and, ASCO has not selected the Equipment and is not responsible for the suitability of the Equipment for any use or purpose intended by Customer. Customer expressly waives any claim that it may have against ASCO based on any manufacturer product liability arising out of or related to the Equipment.

All used equipment is sold **AS IS, WHERE IS,** and **WITH ALL FAULTS.** Used equipment quoted in the Proposal is subject to prior sale and availability is not guaranteed.

ACCEPTED AND AGREED :

ASSOCIATED SUPPLY COMPANY, INC.

Signature of Buyer: _____

Seller's Representative: _____

Print Name: _____

Branch Manager: _____

Title: _____

Date: _____

Date: _____



Midland College

Purchase Request
Regular Board Meeting June 23, 2026
Consideration of Salary Supplements
Amount: \$17,900

RECOMMENDATION

Request

Administration requests approval of salary supplements totaling \$17,900 provided by Permian Basin Workforce Development Board (PBWDB) for longevity incentive for local child care facilities to be distributed among 23 eligible employees in accordance with Board Policy DEA (Legal and Local).

Background

Board Policy DEA establishes the framework governing compensation, including salary supplements, for Midland College employees. Under DEA(LOCAL), a salary supplement is defined as compensation provided in addition to base salary that is not tied to the assignment of additional duties, and may be used to support recruitment, retention, or specialized skill needs of the College.

The proposed supplements are consistent with the College's approved compensation practices and are intended to support employee retention, recognize contributions, and maintain continuity in critical operational areas. All supplements are being recommended in alignment with administrative procedures established by the College President under the approved compensation plan.

In accordance with DEA(LEGAL), compensation adjustments must serve a clear public purpose and comply with statutory requirements governing public funds and employee compensation. The proposed supplements meet these requirements as prospective compensation adjustments that support institutional effectiveness and workforce stability.

Additionally, all salary supplements are subject to prior approval requirements and must comply with conflict-of-interest provisions, ensuring that the supplements are administered transparently and in the best interest of the College.

Funding Source

Funding for these salary supplements have been provided by Permian Basin Workforce Development Board PBWDB.

Next Steps

Upon Board approval, the College will implement the approved salary supplements and process the payments to the employees.



PERMIAN BASIN
WORKFORCE
DEVELOPMENT BOARD

- *Business Services*
- *Child Care Services*
- *Career Services*

April 22, 2025

Lori Smith
Pre-K Academy at Midland College

Re: Employee Longevity Incentive

As the Chairman of the Permian Basin Workforce Development Board, I want to express my sincere appreciation for your commitment to providing quality child care for thousands of low-income families. The mission statement for our Board is "Investing in the Future through jobs and training". We are currently subsidizing over 2800 children daily in child care because of your unwavering support for these families.

Because of the child care services offered to these children in the Permian Basin, parents can work and support their families and our communities. Finally, I want the entire child care network to clearly understand our 30-member Board is 100% committed to your success. Keep up the great work and please let us know what we can do to continue our efforts to support you and the families we serve.

Sincerely,

A handwritten signature in black ink, appearing to read 'Noe Salazar', with a long, sweeping horizontal stroke extending to the right.

Noe Salazar
Permian Basin WDB Chairman

P.O. Box 61947
Midland, Texas 79711-1947
Phone: 432-563-5239
Fax: 432-561-8785
www.workforcepb.org

*PBWDB is an equal opportunity employer
with equal opportunity programs.*

Amount	Years of Service	Employee Name	Department
1,000.00	9	ALEMAN, SILVIA I	Day Care
350.00	2	CENICEROS, ROSEMARY FLORES	Pre-K Administration
350.00	2	CHAMBERS, LEXI MADDISON	South Plains-Head Start
350.00	2	CHAMBERS, STEFANIE JOY	Executive Director -Early Childhood Educ
350.00	2	CORRAL, CARLA MARLENE	Pre-K Administration
1,000.00	10	DIAZ, ANGIE A	Manor Park Day Care
3,000.00	24	FRANTZ, TANYA R	Day Care
350.00	2	GOMEZ, GLORIA	Day Care
350.00	2	HANDLEY, CHELSEA MISHHELL	South Plains-Head Start
1,000.00	6	HERNANDEZ, KRISTEN ASHLEIGH	South Plains-Head Start
350.00	2	HINOJOS, MIA SOPHIA	Day Care
350.00	2	JAMISON, WHITNEY NICHOLE	South Plains-Head Start
350.00	2	JONES, EMONI ANTONIA	Day Care
350.00	2	KINAGA, ALICE MUMBI	Day Care
1,000.00	8	LONG, TERESA	Day Care
350.00	2	LOPEZ ALTAMIRA, IRMA JANETH	Pre-K Administration
2,000.00	15	MIRANDA, MINERVA	Day Care
1,000.00	9	MUNOZ, BLANCA M	Day Care
350.00	4	NAVARRETE, JULISSA	South Plains-Head Start
350.00	2	ODDONETTO, CARRIE LYNN	South Plains-Head Start
1,000.00	6	SAENZ, PAULA MOLINA	Manor Park Day Care
2,000.00	12	SMITH, LORI A	Pre-K Administration
350.00	3	WILLIAMS, STEPHANIE DIAMOND	Manor Park Day Care



Midland College

Purchase Request
Regular Board Meeting June 23, 2026
Consideration of Consideration of syGlass Agreement
Amount: \$170,000 (3 Year Agreement)

PURCHASE RECOMMENDATION

Request

Administration requests approval to procure virtual reality instructional software, curriculum content, hardware, and related training services from IstoVisio, Inc. to support enhanced instructional delivery and immersive learning environments across relevant instructional programs and disciplines.

Background

The proposed solution includes the acquisition of syGlass Pro software licenses, immersive curriculum packages, virtual reality hardware, and supporting equipment designed to enhance teaching and learning through interactive, three-dimensional visualization tools. The package also provides expert-developed anatomy and neuroscience content, enabling faculty and students to engage with advanced instructional materials in a virtual environment.

Additionally, the purchase includes installation and on-site training, as well as extended professional learning opportunities to ensure effective implementation and adoption by faculty and staff. The integration of this technology aligns with institutional goals of expanding innovative instructional delivery methods and supporting high-demand academic and workforce programs.

Funding Source

Funding for this purchase will be provided by a grant from the Abell-Hanger Foundation.

Next Steps

Upon Board approval, the College will finalize the purchase and coordinate delivery, installation, and deployment of the equipment and software. Faculty and staff training will be scheduled to support effective integration into instructional programs. Ongoing professional development and support services will be utilized as needed to maximize the impact of the investment.

ESTIMATE

IstoVisio, Inc.

1405 Earl L Core Rd PMB1070
Morgantown, WV 26505-5885

info@syglass.io
+1 (304) 677-3045
www.syglass.io



Bill to

Jeffrey Chambers
Midland College
3600 N. Garfield
Midland, TX 79705

Ship to

Jeffrey Chambers
Midland College
3600 N. Garfield
Midland, TX 79705

Estimate details

Estimate no.: 2186

Estimate date: 06/11/2026

Region 18: R18-2026-03-000060

#	Date	Product or service	Description	Qty	Rate	Amount
1.		syGlass Pro Software Licenses (Classroom)	Recurring annually. Covers year 1, 2, and 3.	10	\$1,000.00	\$10,000.00
2.		Anatomy Narration & Curriculum Package	Narrations made by content experts such as neuroscientists, professors, professional instructors. One time fee.	1	\$37,500.00	\$37,500.00
3.		Neuroscience Narration & Curriculum Package	Narrations made by content experts such as neuroscientists, professors, professional instructors. Students and teachers have the availability to create their own narrations from raw image data.	1	\$37,500.00	\$37,500.00
4.		Hardware Package	Includes computers, computer mouse, virtual reality headset, link cable, virtual reality head-strap, and silicon cover.	10	\$5,000.00	\$50,000.00
5.		Looking Glass VR Storage Cart-EN24B	Stores, Secures & Charges 24 Headsets. Provides UV disinfection. Oversized casters allow easy rolling of the storage cart.	1	\$4,000.00	\$4,000.00
6.		Sony ELF-SR1 Spatial Reality Display 3D Display	Sony's Spatial Reality Display leverages industry-leading high-speed vision sensor technology to enable a glasses-free, high-resolution 3D modeling, and visualization experience. Includes two 3D Styluses.	1	\$13,000.00	\$13,000.00
7.		Installation and Training (On site) One time fee. *Outside USA subject to increased cost.	One time cost. *Ongoing professional learning upon request at additional cost.	1	\$3,000.00	\$3,000.00

8.	Onsite Professional Learning / Training	syGlass Professional Learning for years 2 and 3	2	\$5,000.00	\$10,000.00
9.	syGlass MRI and CT data bank and Content Creator	Data pack of real MRI and CT scans for exploration within the software setting.	1	\$5,000.00	\$5,000.00
Total				\$170,000.00	

Accepted date

Accepted by



Midland College

Purchase Request
Regular Board Meeting June 23, 2026
Consideration of Landscape Turf for Chap Center
Amount: \$476,096

PURCHASE RECOMMENDATION

Request

Administration requests approval to enter into an agreement with Symmetry Sports Construction for the installation of synthetic landscape turf on the berms at the Chap Center. The base bid for the project is \$411,432, with optional upgrade for custom logo for \$64,664.

Background

The proposed project includes the removal of existing sod and installation of approximately 32,000 square feet of synthetic landscape turf to improve the appearance, durability, and long-term maintenance efficiency of the Basketball Arena exterior areas.

The scope of work includes surface preparation, installation of a stabilized base system, and installation of synthetic turf designed for durability and reduced maintenance. The project is intended to enhance the aesthetics of the facility while reducing ongoing water usage, irrigation demands, and maintenance costs associated with natural grass.

The proposal is being procured through the TIPS Cooperative Contract #240104-01, which provides a compliant purchasing method under Texas law and allows the College to expedite procurement while ensuring competitive pricing.

Additional optional elements include upgraded turf material and the installation of a custom logo, which may be considered based on final project scope and budget priorities.

Funding Source

Funding for this project will be provided through current budgeted funds for Fiscal Year 2026–2027, consistent with planned campus improvement and facility enhancement initiatives.

Next Steps

Upon Board approval, the College will finalize the agreement with Symmetry Sports Construction under the TIPS cooperative contract and proceed with project implementation.



Basketball Arena Landscape Turf
Midland College, Midland, TX



SYMMETRY SPORTS CONSTRUCTION

312 West Alabama Street | Mount Pleasant TX 75455

Office: 903.560.8070 | www.symmetrysports.com

May 8, 2026

Charles Roberts, Facilities Director
3600 N Garfield St,
Midland, TX 79705
croberts@midland.edu

RE: Basketball Arena Landscape Turf – Midland College, Midland, TX

Symmetry Sports Construction appreciates the opportunity to submit the following proposal for the above-referenced project, based upon our TIPS Cooperative Contract #240104-01. Utilizing a purchasing cooperative such as TIPS provides a fully compliant procurement pathway under Texas law, allowing public entities to expedite project delivery.

Conditions & Qualifications:

- Pricing is based on current material and labor costs. Due to market volatility, pricing is subject to change if there are significant increases in material, freight, or supplier costs.
- This proposal reflects Symmetry Sports' all-inclusive bid to complete all aspects of this project in full as outlined below
- Symmetry will provide general liability, automotive and worker's compensation insurance coverage as required
- Symmetry will provide project bonds when required as follows:
 - Payment bonds for projects over \$25,000
 - Performance bonds for projects over \$100,000
- Symmetry will provide all labor, materials, fuel, freight & equipment needed to perform the scopes of work detailed below
- Symmetry will provide project closeout documentation and final clean-up of work area relating to scope
- Proposal assumes clear, unencumbered, stable access to work to be provided by Owner throughout duration of project
- Proposal assumes suitable laydown/staging area to be provided by Owner
- Single mobilization unless otherwise noted
- Owner is responsible for issuing payment within 30 days of receiving progress payment application
- Renderings to be provided by Symmetry to be approved by Owner prior to contract execution
- Any changes to colors/inlays/logo designs may result in additional costs and time delays for the project schedule; Owner will grant Symmetry an extension of time as required and will be responsible for any additional costs in relation to the aforementioned changes

1. Landscape Turf ~ 32,000 sq ft:

- **Demolition**
 - Remove existing sod from landscape area and dispose onsite
 - Fine grading & compaction of pad grades per turf manufacturer's specifications
- **Base**
 - Supply & install geotextile fabric liner over subgrade area
 - Supply & install 4" compacted stone base over lined subgrade
 - Supply & install 1"x4" bender board attachment system around perimeter of turf area
- **Synthetic Surfacing**
 - Verify planarity, slope & elevations of turf base system prior to turf installation
 - Supply & install **SYNNatural 35 Synthetic Turf**
 - Install sand infill mix in multiple lifts in accordance with project specifications
 - Provide training/instruction on care & maintenance of turf

2. Alt 1. Landscape Turf Upgrade ~ 32,000 sq ft:

- Supply & install **SYNFescue 60 Synthetic Turf** in lieu of **SYNNatural 35 Synthetic Turf**

PROPOSAL

Base Bid:

1. **Landscape Turf** *per scope outline* **\$411,432**

Alternate:

2. **Landscape Turf Upgrade** *per scope outline* **ADD \$29,695**

3. **Custom Logo** **ADD \$64,664**

Exclusions:

- Soil stabilization/subgrade remediation is excluded from this quote
- project plans - site survey must be obtained to determine final elevations
- Costs/Contingencies for rock or other abnormal or inferior surface or subsurface conditions that may exist including underground utilities that have not been properly identified by Owner
- Shock pad/underlayment is excluded unless specified in above Scope of Work
- Landscaping, sodding, or natural grass seeding
- Symmetry Sports Construction is not responsible for damages to inferior surfaces or pavement resulting from moving equipment & materials across insufficient owner-designated access routes
- Utilities except as noted in scope of work -- including but not limited to electrical connections of athletic equipment or scoreboards/play clocks/press box/scorers booth
- Sales taxes -- owner's exemption certificates are required at time of contract
- Laydown/ Staging area -- to be furnished by owner
- Construction Water -- to be furnished at location by owner
- Allowances/Contingencies of any kind unless specified above
- Permitting and fees
- **Any other items or work not specifically detailed in above Scopes of Work are excluded from this proposal**

We look forward to working with **Midland College** on this project. If you have any questions, please contact **Jake Fieszal at (972) 757-3657**.

kindest Regards,



Justin Klepfer, Estimator
Symmetry Sports Construction

PROPOSAL ACCEPTANCE

I have read the General Conditions, Scope, Qualifications and Exclusions contained in this proposal, and accept the terms and conditions set forth therein.

all blanks must be completed

OWNER'S REP. SIGNATURE _____ **DATE** _____

PRINT _____ **TITLE** _____

P.O. NUMBER _____ **AMOUNT** _____ (MARK SELECTIONS IN PRICING SECTION & ENTER TOTAL DOLLAR AMOUNT ABOVE)

CONTRACTOR'S REP. SIGNATURE _____ **DATE** _____

PRINT _____ **TITLE** _____



SYNNATURAL 35

This contractor-grade artificial grass creates lush, full lawns with a soft, natural feel. Featuring higher blades and sun-tanned fibers, it replicates the authentic look of a summer lawn while offering exceptional durability. Its wild, voluminous texture suits a range of spaces, from family-friendly gardens to ornamental and decorative landscapes. Perfect for those seeking a low-maintenance yet vibrant and natural aesthetic.

SKU	SYN35
Grass Zone Yarn/Color	PE / Field Green / Olive
Grass Zone Denier	4,000 / 8
Thatch Zone Yarn/Color	PE / Field Green / Beige
Thatch Zone Denier	3,600 / 12
Grass Zone Yarn Shape	Diamond Mono
Finished Pile Height	1 3/16"
Finished Pile / Total Weight	35 oz. / 61 oz.
Backing	PP Cloth + Mesh / 22oz. EnviroLoc+™
Tuft Gauge	3/8"
Tuft Bind	> 8 lbs.
Permeability	> 300 inches p/hr
Features	EnviroLoc+™, HeatBlock, Deluster, UV Stabilizers
Test Data	

- LIMITED LIFETIME WARRANTY
- PATENTED MULTI-DIRECTIONAL DESIGN
- CONTRACTOR-GRADE MATERIAL
- SAFE FOR CHILDREN AND PETS



MULTI-DIRECTIONAL





SYNNATURAL 35



Official Synthetic Surface

Primary Yarn Polymer	Polyethylene	Primary Backing	PP Cloth + Mesh
Primary Yarn Cross Section	Diamond Mono	Coating Type	22 oz. EnviroLoc+
Primary Yarn Color	Field Green / Olive	Primary Yarn Denier / Ends	4,000 / 8
Fabric Construction	Tufted	Semi-Texturized Denier / Ends	4,200 / 6
Semi-Texturized Yarn Polymer	Polyethylene	Thatch Denier / Ends	3,600 / 12
Semi-Texturized Yarn Color	Dark Green / Lime	Warranty Period	Limited Lifetime
Thatch Yarn Polymer	Polyethelyne		
Thatch Yarn Color	Field Green / Biege		

FINISH FABRIC	ENGLISH SYSTEM		ASTM TEST
	Nominal Specification	Value	Units
Pile Height (Nominal)	1 3/16	inches	D-5823
Face Weight	35	oz/yd ²	D-5848
Total Fabric Weight	61	oz/yd ²	D-5848
Primary Backing Weight	5	oz/yd ²	D-5848
Secondary Coating Weight	22	oz/yd ²	D-5848
Tuft Bind	> 8	lbs.	D-1335
Grab Tear Strength (Average)	> 200	lbs.	D-5034
Total Yarn Linear Density	11,800	Denier	D-1577
Elongation to Break	> 30	%	D-2256
Yarn Breaking Strength	> 20	lbs.	D-5793
Machine Gauge	3/8	inches	D-5793
Flammability	-	-	-
Water Permeability	> 300	in/hr	D-1551
Fabric Width	15	ft	-



THEGREENESTTURFONEARTH.COM



MasterSpec®

CADEDETAILS.COM

SYNLAWN.COM • SYNLAWNGOLF.COM

SPECIFICATIONS SUBJECT TO CHANGE

02.10.2025



SYNFLFESCUE 60

Experience the perfect blend of realism and elegance with one of our top-selling turf styles, ideal for both residential lawns and commercial landscaping projects. Enjoy the beauty and sophistication it brings to any outdoor space.

SKU	FES60
Grass Zone Yarn/Color	PE / Field Green/Apple
Grass Zone Denier	10,800/6
Thatch Zone Yarn/Color	PE / Field Green/Beige
Thatch Zone Denier	5,000/8
Grass Zone Yarn Shape	C/S
Finished Pile Height	1 1/2"
Finished Pile / Total Weight	60 oz./88 oz.
Backing	13PP/18PET 2pt / 22oz. EnviroLoc+™
Tuft Gauge	3/8"
Tuft Bind	> 8 lbs.
Permeability	> 400 inches p/hr
Features	EnviroLoc+™, Deluster, UV Stabilizers
Test Data	ASTM F1951, ASTM F1551, ASTM F1292, ASTM D2859, BS EN 13746

- LIMITED LIFETIME WARRANTY
- OPTIMAL DRAINAGE > 400" P/HR
- HEATBLOCK TECHNOLOGY
- IDEAL FOR NATURAL LAWN AESTHETICS

INSTALLATION DETAILS AVAILABLE AT



NOT TO SCALE. FOR ILLUSTRATION ONLY. CONTACT YOUR LOCAL SYNLAWN FOR INSTALLATION.





SYNFESCUE 60



Official Synthetic Surface

Primary Yarn Polymer	Polyethylene	Primary Backing	13PP/18PET 2pt
Yarn Cross Section	C/S	Coating Type	22 oz. EnviroLoc+
Standard Color	Field Green/Apple	PE Yarn Denier / Ends	10,800/6
Fabric Construction	Tufted	Texturized Thatch Denier / Ends	5,000/8
Second Yarn Polymer Thatch	Polyethylene	Warranty Period	Limited Lifetime
Secondary Yarn Color	Field Green/Beige		

FINISH FABRIC	ENGLISH SYSTEM		ASTM TEST
	Nominal Specification	Value	Units
Pile Height (Nominal)	1 1/2	inches	D-5823
Face Weight	60	oz/yd ²	D-5848
Total Fabric Weight	88	oz/yd ²	D-5848
Primary Backing Weight	6	oz/yd ²	D-5848
Secondary Coating Weight	22	oz/yd ²	D-5848
Tuft Bind	> 8	lbs.	D-1335
Grab Tear Strength (Average)	> 200	lbs.	D-5034
Total Yarn Linear Density	15,800	Denier	D-1577
Elongation to Break	> 30	%	D-2256
Yarn Breaking Strength	> 20	lbs.	D-5793
Machine Gauge	3/8	inches	D-5793
Flammability	Passed	-	D-2859
Water Permeability	> 400	in/hr	D-1551
Fabric Width	15	ft	-



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SPECIFICATIONS SUBJECT TO CHANGE

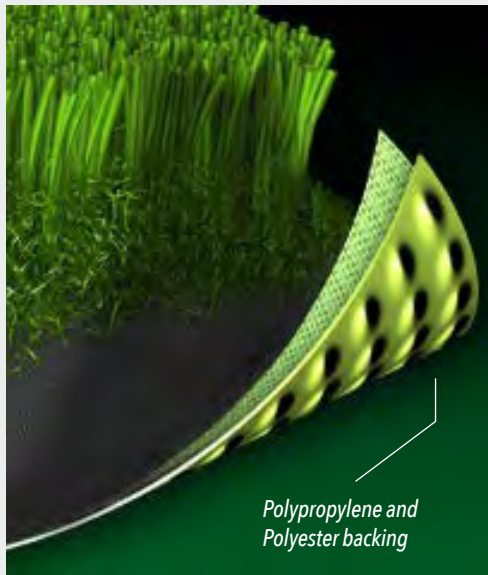
02.09.2025

TRULY GREEN TECHNOLOGY



EnviroLoc⁺
BIOBASED BACKING SYSTEM

SYNLawn's exclusive EnviroLoc™ + Backing System is an environmentally friendly, multi-layer component system that "locks" in durable turf fibers, extending the product's life cycle. Made in the USA, the EnviroLoc + Backing System replaces a portion of petroleum-based polymers with biobased polymers created from sustainable resources including soybean oil. In addition to SYNLawn's iconic green soy backing, the back of every SYNLawn product contains a certification number and logo.



- ▶ Created with a durable 2-part woven (Polypropylene and Polyester) backing for a fuller tufted look.
- ▶ Less fiber loss for a more environmentally responsible approach to synthetic grass.
- ▶ Reduces algae and fungi growth to help alleviate allergies in the environment.
- ▶ The long-life expectancy of SYNLawn's artificial grass and recyclable properties reduces the impact on landfills, eliminates emissions from lawn care tools, and saves precious water resources.
- ▶ SYNLawn's EnviroLoc + Backing System makes it the cleanest and safest turf available.



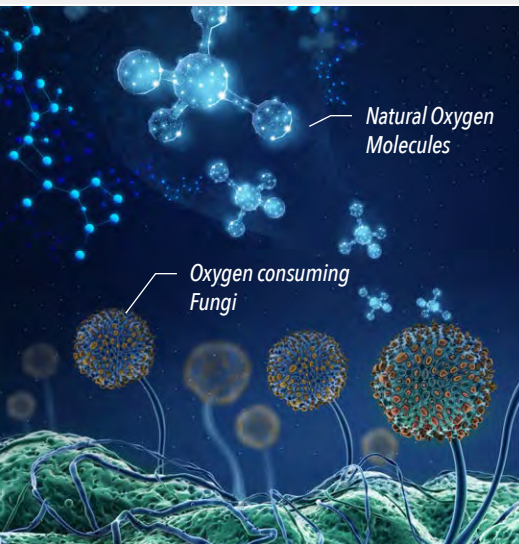
For ordering and questions, contact SYNLawn at
866-796-5296 or visit SYNLawn.com

 **SYNLAWN**®



ANTI-MICROBIAL TECHNOLOGY THAT MAKES THE DIFFERENCE

SYNLawn is the exclusive turf partner of Sanitized. With over 84 years of experience, Sanitized has developed technologies for antimicrobial hygiene function and material protection.

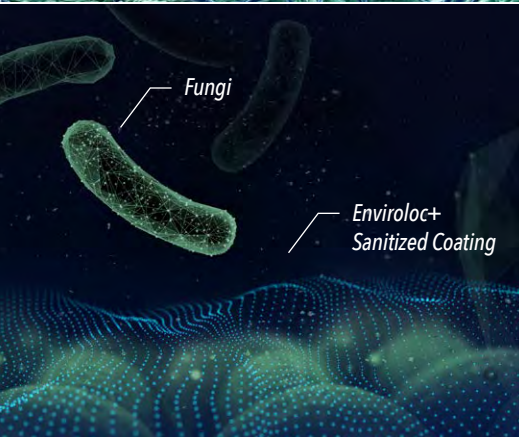


Natural Oxygen Molecules

Oxygen consuming Fungi

ALGAE AND FUNGI PREVENTION

Algae and Fungi are known health risks that can harm local wildlife and cause toxic runoff water and thrives in warm and wet environments. Algae creates dead zones by depleting water of its natural oxygen, which can create unsafe water that wildlife could consume. This is also an expensive and challenging situation to treat the water. With the addition of the Sanitized hygiene function, SYNLawn’s artificial grass has protection from the formation of fungi and algae. This added protection from Sanitized extends the life of the surface and helps to reduce allergens in the immediate environment.



Fungi

EnviroLoc+ Sanitized Coating

FUNGI CARBON RELEASES

Fungi is constantly floating around, everywhere. It’s a common reason for respiratory allergies, similar to pollen and pet dander. It is often costly and time consuming to remove fungi which is why SYNLawn’s EnviroLoc+ Sanitized coating is an important feature to keep you safe.

OUR PRODUCTS ARE SUSTAINABLY CREATED
WITH THE ENVIRONMENT IN MIND.



For ordering and questions, contact SYNLawn at
866-796-5296 or visit SYNLawn.com



SYNLAWN'S EXCLUSIVE
HeatBlock™ Technology



Artificial grass with cooler surface temperatures.

For a Difference You Can Feel...

Beat the heat with SYNLawn® artificial grass using HeatBlock™ Technology. Scientifically proven, SYNLawn's exclusive HeatBlock Technology lowers rising temperatures by reflecting sunlight, thus reducing heat build-up and emissivity.

Heat build-up occurs in most materials when thermal energy from the sun's rays hit the surface of an object. In the same way dark clothing absorbs more heat than light clothing, synthetic turf can also hold in heat making it uncomfortable when it's hot outside.

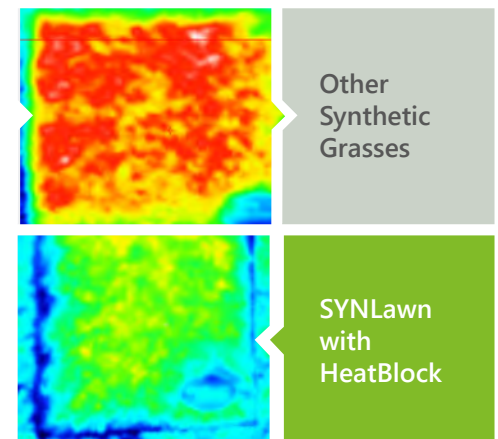
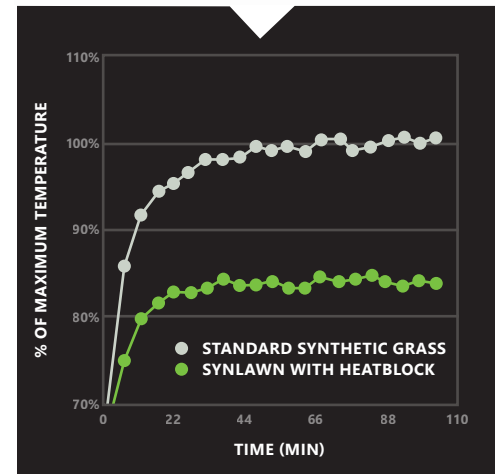
Therefore, SYNLawn with HeatBlock Technology incorporates infrared reflective pigments that help dissipate heat build-up and reduce fiber emissivity by as much as 20% cooler than similar artificial turf products.

For a Difference You Can See...

SYNLawn artificial grass with HeatBlock Technology also adds a finish to each grass fiber that has less 'shimmer', is softer to the touch and less abrasive than other synthetic grasses for a more realistic look you can see and feel.

Visit a SYNLawn dealer near you to experience the SYNLawn HeatBlock Technology difference today!

*Thermal images captured with Fluke Ti20 Thermal Imager. Images are captured with a calibrated temperature data in a matrix of over 12,000 discrete measurements per thermal image.





Midland College

Office of the President

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Damon Kennedy, President

DATE: June 23, 2026

SUBJECT: New Faculty Contract

I recommend the Board approve the contract for the faculty member listed below. Notwithstanding said Board action, no contract of employment shall be or become in effect unless and until signed by the President, on behalf of the College, and by said employees and delivered to the President.

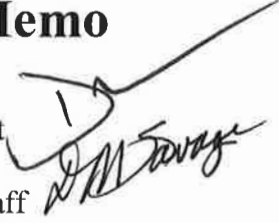
Lacy Marrow Faculty - English



Midland College

Memo

TO: Dr. Damon Kennedy, President

FROM: Dr. Deana Savage, Chief of Staff 

Re: Local Policy Updates: **BBC, BGC, CS, FB, FDA**

DATE: June 8, 2026

Attached are proposed changes to the following Local Policies:

BBC: BOARD MEMBERS - VACANCIES AND REMOVAL FROM OFFICE
BGC: ADMINISTRATIVE ORGANIZATION - COUNCILS AND FACULTY SENATES
CS: INFORMATION SECURITY
FB: ADMISSIONS
FDA: TUITION AND FEES – RESIDENCY

Explanatory Notes for policy revisions are attached as are policy mark-ups reflecting changes.

These policy updates are recommended by the administration and have been developed with the assistance of TASB personnel.

Thank you for your consideration of this information.

Explanatory Notes

Community College Localized Policy Manual Update 51

Midland College

ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

Revisions to legal frameworks incorporate clarification of existing materials and new materials arising from the 89th Regular Legislative Session, as well as amendments to state rules.

References to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 89th Regular Legislative Session. All referenced bills have already gone into effect unless otherwise noted.

BBC(LOCAL) BOARD MEMBERS: VACANCIES AND REMOVAL FROM OFFICE

This new recommended local policy language addresses the process for Filling a Vacancy on the board in an at-large position. Existing law requires the board to appoint an individual to fill the vacancy or call a special election, with certain exceptions. The policy provides procedures addressing the Selection of an applicant and clarifies an appointed board member's Duration of Appointment.

BGC(LOCAL) ADMINISTRATIVE ORGANIZATION: COUNCILS AND FACULTY SENATES

Recommended revisions clarify a provision addressing the appointment of a faculty senate member from the academic unit, at Membership, and when a faculty senate must post Notice of a faculty senate meeting.

CS(LOCAL) INFORMATION SECURITY

Revisions to this local policy at Information Security Assessment incorporate amendments to rules from DIR intended to implement HB 1500, which eliminated the information security components of the assessments that were relevant to community colleges.

FB(LOCAL) ADMISSIONS

Recommended revisions clarify that a college may not award credits for courses that are disregarded for admissions purposes under the Academic Fresh Start program.

FDA(LOCAL) TUITION AND FEES: RESIDENCY

The title of the Residence Status Determination Official has been updated to reflect newly adopted Coordinating Board rules related to residency determinations.

Removal from Office A Board member shall be removed from office only as allowed by law. [See BBC(LEGAL)]

**Optional
Appointment to
Fill Filling a Vacancy**

~~A~~When a vacancy occurs on the Board, ~~may be filled by appointment through a resolution adopted by a majority of the remaining Board members.~~The Board shall fill the position by appointment, in accordance with law and the appointment procedures below, or by special election, in accordance with law.

The vacancy shall be filled within 180 days, but, if determined necessary by the Board, the Board may extend the deadline to fill the vacancy. At no time may the Board fill the vacancy later than the uniform election date of the next regular Board election.

*Exception for
Involuntary
Removal from
Office*

If a Board member is removed from office in accordance with law, the Board shall appoint a candidate to fill the vacancy at the first regularly scheduled Board meeting following the removal. The Board may adjust the deadlines described by this policy as necessary to satisfy this timeline.

*Appointment
Procedures*

To fill a vacancy by appointment, the Board may adopt procedures on a case-by-case basis, which may include an application process, or the Board may appoint a person who has expressed an interest in serving with or without an application process. ~~Any person appointed must fulfill the requirements of law to hold such a position~~

Selection

An applicant must receive the affirmative vote of a majority of Board members to be appointed to the Board.

*Duration of
Appointment*

An appointed Board member shall serve until the next regular election of members to the Board.

Executive Leadership

The College President shall convene and appoint members to the executive leadership. The executive leadership shall assist the College President with the development and approval of administrative regulations [see BH] and the strategic plan and annual budget [see CC], in addition to other duties and responsibilities delegated by the College President [see BFA].

Faculty Senate

The faculty senate is the assembly of representatives of the full-time faculty at the College District. The faculty senate shall serve only in an advisory capacity.

Membership

Each academic unit or combination of academic units of the College District shall be represented by three members. One member from the academic unit shall be appointed by the College President, and the remaining members shall be elected by a vote of the faculty of the member's respective academic unit or units, in accordance with procedures established by the College President or designee.

Term Limits

Appointed
Faculty
Members

A member of the faculty senate appointed by the College President may serve up to six consecutive one-year terms and then may only be reappointed after the second anniversary of the last day of the member's most recent term.

Elected Faculty
Members

An elected member of the faculty senate shall serve a two-year term, staggered in a manner that allows approximately one-half of the elected members to be elected each year, and may only be reelected after the second anniversary of the last day of the member's most recent term.

Removal

A member of the faculty senate may be immediately removed from the faculty senate for:

1. Violating applicable law, College District policy or regulations, or the faculty senate governing documents;
2. Failing to attend meetings; or
3. Engaging in other similar misconduct.

A member may be removed on recommendation of the provost and approval by the College President.

Officers

The College President shall appoint a presiding officer from the members of the faculty senate to preside over faculty senate meetings and represent the faculty senate in communications with the College District administration. The College President shall also appoint an associate presiding officer and secretary from the membership.

ADMINISTRATIVE ORGANIZATION
COUNCILS AND FACULTY SENATES

BGC
(LOCAL)

Compensation	A faculty member shall not be compensated for service on the faculty senate.
Expense Reimbursement	A member of the faculty senate may be reimbursed for reasonable expenses made on behalf of the College District and approved by the College President or designee in accordance with administrative regulations.
Governing Documents	The faculty senate shall adopt a constitution, bylaws, or other governing documents consistent with law, this policy, and associated regulations, including the rules for establishing a quorum.
Faculty Senate Meetings	The College President shall develop regulations addressing faculty senate meeting procedures, in accordance with law.
Notice	No more than At least seven days before a meeting, the faculty senate shall post on the College District's website: <ol style="list-style-type: none">1. An agenda for the meeting indicating the items that will be discussed or subject to a vote; and2. Any curriculum proposals that will be discussed or voted on at the meeting.
Open Meetings	Meetings at which a quorum is present shall be open to the public.
Meeting Broadcast	The faculty senate shall broadcast a meeting online in accordance with law if more than 50 percent of the faculty senate members are in attendance.
Recording Attendance	The faculty senate shall record the names of members in attendance at a meeting in which the faculty senate conducts business related to a vote of no confidence regarding a College District administrator or policies related to academic standards.
Communications	The faculty senate shall not issue any statement or publish a report using the College District's official seal, trademark, or resources funded by the College District on any matter not directly related to the faculty senate's advisory duties.
Harmony with Law	Nothing in this policy or associated regulations may be construed to limit a faculty member from exercising the faculty member's right to freedom of association protected by the U.S. Constitution or Texas Constitution.

The College President is responsible for the security of the College District's information resources. The College President or designee shall develop procedures for ensuring the College District's compliance with applicable law.

Information Security Officer

The College President or designee shall designate an information security officer (ISO) who is authorized to administer the information security requirements under law. The College President or designee must notify the Department of Information Resources (DIR) of the individual designated to serve as the ISO.

Information Security Program

The College President or designee shall annually review and approve an information security program designed in accordance with law by the ISO to address the security of the information and information resources owned, leased, or under the custodianship of the College District against unauthorized or accidental modification, destruction, or disclosure. The program shall include procedures for risk assessment and for information security awareness education for employees when hired and an ongoing program for all users.

The information security program must be submitted biennially for review by an individual designated by the College President and who is independent of the program to determine if the program complies with the mandatory security controls defined by DIR and any controls developed by the College District in accordance with law.

College District Website and Mobile Application Security

The College President or designee shall adopt procedures addressing the privacy and security of the College District's website and mobile applications and submit the procedures to DIR for review.

The procedures must require the developer of a website or application for the College District that processes confidential information to submit information regarding the preservation of the confidentiality of the information. The College District must subject the website or application to a vulnerability and penetration test before deployment.

Covered Social Media Applications

The College President or designee shall adopt procedures prohibiting the installation or use of a covered application, as defined by law, on a device owned or leased by the College District and requiring the removal of any covered applications from the device.

Exception

The procedures shall permit the installation and use of a covered application for purposes of law enforcement and the development and implementation of information security measures. The procedures must address risk mitigation measures during the permitted

	use of the covered application and the documentation of those measures.
Reports	
Effectiveness of Policies, Procedures, and Practices	The ISO shall report annually to the College President on the effectiveness of the College District's information security policies, procedures, and practices in accordance with law and administrative procedures.
Biennial Information Security Plan	The College District shall submit a biennial information security plan to DIR in accordance with law.
Information Security Assessment	In accordance with law, at least every two years, the College District shall submit the results of its information security assessment to DIR and, if requested, the office of the governor, lieutenant governor, and speaker of the house of representatives.
Security Incidents	The College District shall assess the significance of a security incident and report it to DIR and law enforcement in accordance with law and, if applicable, DIR requirements.
<i>By the College District</i>	
Generally	
Security Breach and Cybersecurity Incident Notification	Upon discovering or receiving notification of a breach of system security or a cybersecurity incident, as defined by law, the College District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law. The College District shall give notice by using one or more of the following methods: <ol style="list-style-type: none">1. Written notice.2. Electronic mail, if the College District has electronic mail addresses for the affected persons.3. Conspicuous posting on the College District's website.4. Publication through broadcast media.
<i>By Vendors and Third Parties</i>	The College District shall include in any vendor or third-party contract the requirement that the vendor or third party report information security incidents to the College District in accordance with law and administrative procedures.

ADMISSIONS

FB
(LOCAL)

**Admissions
Generally**

The College District has an open admissions policy that ensures that all persons who can benefit from postsecondary education have an opportunity to enroll. The College District shall not discriminate on the basis of race, color, sex, national origin, religion, disability, age, or military status in admissions.

Admission to the College District does not guarantee admittance to a particular course or program of study. A student may be required to satisfy certain requirements before enrolling in particular courses of study.

The Board, in collaboration with the College President, shall develop procedures for student admissions, including any additional course admission requirements. The procedures shall be published in the College District catalog and other relevant College District publications.

**Academic Fresh
Start**

A resident of Texas may apply for admission and enroll as a student under the Academic Fresh Start program pursuant to the admissions procedures.

If an applicant elects to seek admission under the Academic Fresh Start program, the College District, in considering an applicant for admission, shall not consider academic course credits or grades earned by the applicant 10 or more years prior to the starting date of the semester in which the applicant seeks to enroll. The College District shall disregard ~~all course~~ those credits or grades earned during the 10 years prior to the student's enrollment and may not award any and grades and shall not award credit for those courses.
[See EGA]

Midland College
165501

TUITION AND FEES
RESIDENCY

FDA
(LOCAL)

**Residence Status
Determination
Official**

The Board shall designate a residence **status** determination official for the College District. The legal residence of each applicant, for tuition purposes, shall be determined by the residence **status** determination official in accordance with procedures adopted for that purpose to comply with state law.



**Midland College and Midland College Foundation Donations
May 12 to June 15, 2026**

<i>Friends of the Series</i>	\$6,500.00
Pre-K Academy	\$1,500.00
Employee Monthly Payroll Deductions	\$1,346.75
Various Donations - \$1,500 donation or less	\$30.00
Grants	
College and Career Connections	\$55,000.00
Legacy Scholars 40th Celebration	\$50,000.00
McGary Regan Foundation Scholarship Grant	\$25,000.00
Scholarships	
Doctors' Day	\$10,165.00
Carolyn B. Kirsch Endowed Scholarship	\$16,866.54
COM Aquatics Scholarship	\$4,392.00
Marie Hinkle Scholarship	\$2,755.11
Louann & Glenn Rogers Endowed Scholarship	\$1,000.00
Various Scholarships - \$1,500 donation or less	\$30.00
Total Donations	
	\$174,585.40



Midland College

Office of the President

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Damon Kennedy, President

DATE: June 23, 2026

SUBJECT: Employment of Non-Contractual Full-Time Employees

For your information, I have approved the full-time non-contractual employment of the following individuals in the positions shown.

Julio Aguilar	Coordinator - Purchasing
Bella Goodman	Accounting Specialist - Foundation
Asael Martinez Coronado	Police Officer
Allie Mitchell	Coordinator - AEL
Juan Zarate	Grounds I

For your information, I have approved the full-time non-contractual employment changes of the following individual(s) to the positions shown.

Kellina Driver	Administrative Assistant III - VP of Strategy and Analytics
Olivia Garza	Coach - Softball
Geraldyn Kenimer	Director Payroll
Rebecca Loya	Division Coordinator – Applied Technology
Liliana Orcutt	Administrative Assistant III -VP of Administrative Services
Shelby Marquez	Recruiter
Selena Torres	Administrative Assistant II - Dean of Admissions, Advising and Retention



Midland College

Office of the President

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Damon Kennedy, President

DATE: June 23, 2026

SUBJECT: Resignations
Full-Time Non-Contractual Employees and Contractual Employees at the End of
the Contract Term

For your information, the following resignations have been received and were approved from the following full-time employees who held the position shown.

Rosemary Cenicerros	Assistant Teacher Pre K Academy
Lexi Chambers	Assistant Teacher Pre K Academy
Aylin A Perez Gonzalez	Assistant Teacher Pre K Academy
Maranda Hakala	Teacher Pre K Academy
Cory Hill	Assistant Coach Basketball
Michael Houston	Faculty Energy Technology
Meagan Magee	Teacher Pre-K Academy
Ricky Randle	Grounds Working Foreman

Commission on Accreditation for Health Informatics and Information Management Education

March 4, 2026

Steven C. Kiser, Chairman
Midland College Board of Trustees
3600 N Garfield
Midland, TX 79705

Subject: Health Information Management Program at Midland College Achieves Full CAHIIM Accreditation with Distinction

Dear Chairman Kiser,

The Commission on Accreditation for Health Informatics and Information Management Education (CAHIIM) is pleased to inform you that the Health Information Management associate degree program at Midland College has been recognized as a program of distinction and awarded commendation. In addition, the program has been awarded accreditation for a seven-year term.

This program is among the pioneering institutions to undergo and successfully secure accreditation under CAHIIM's Future Education Model. This hybrid competency-based education model represents a significant evolution in preparing students for the modern workforce, focusing not merely on seat time or course completion, but on the demonstrable mastery of specific skills and knowledge directly aligned with industry demands. Departure from Blooms Taxonomy to Miller's Pyramid promotes experiential learning through students' authentic and real-life experiences and monitors student outcomes throughout the program. Being an early adopter of the Future Education Model reflects the program's commitment to monitoring student achievement through measurable outcomes & delivering academic excellence. Granting the Health Information Management program commendation is the highest form of excellence awarded by a programmatic accreditor.

By embracing the Future Education Model, the Health Information Management program has clearly illustrated its profound dedication to successful student outcomes and an unwavering commitment to delivering innovative, quality education. This model ensures that graduates possess the competence employers are actively seeking, bridging the gap between academic preparation and real-world professional requirements in health information management.

As a testament to the program's commitment to excellence in higher education, CAHIIM will be sending a physical award. This recognition will be mailed directly to the university. The program will also receive a certificate which can be displayed on its campus.

CAHIIM commends Midland College, its Program Director, its faculty, and leadership for their vision, diligent work, and collaborative spirit throughout this process. The program's success serves as an inspiring example for other programs looking to evolve their educational models to meet the demands of the future and ensure graduates are workforce ready.

We look forward to a continued partnership in upholding and advancing educational excellence.

Sincerely,

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

Angela Kennedy, EdD, MBA, MEd, RHIA, FACHDM
Chief Executive Officer
CAHIIM | Commission on Accreditation for
Health Informatics and Information Management Education
200 E Randolph St. Suite 5100| Chicago, IL 60601
Angela.Kennedy@CAHIIM.org
www.cahiim.org

cc: Lenora Lambert, EdD, RHIA, CHTS-Tr, Program Director
Brandi Havner, RDMS, Dean
Damon Kennedy, PhD, President



Upcoming Events

7/6 Monday	July 4th Holiday-MC Closure	All Day All MC Campuses
7/16 Thursday	Future Chaps Fair	8 a.m.-12 p.m. or 1 p.m.-5 p.m. SSC
7/30 Thursday	Dual Credit Orientation	6:00 p.m.-7:30 p.m. Carrasco Room
8/10 Monday	MC Resume Regular Business Hours	8:00 a.m. All MC Campuses
8/18 Tuesday	Midland College Board of Trustees Meeting	4:00 p.m. Gibson Board Room
8/21 Friday	New Student Orientation	All Day Main Campus