

**COMBINED MEETING OF THE BUSINESS AFFAIRS AND
EXECUTIVE COMMITTEES OF THE BOARD OF TRUSTEES
Community College of Philadelphia
Wednesday, July 7, 2021 – 9:00 A.M.**

Present for the Business Affairs Committee: Mr. Steve Herzog (presiding); Mr. Rob Dubow, Mr. Harold Epps, Mr. Michael Soileau, and Mr. Jeremiah J. White

Present for the Executive Committee: Mr. Jeremiah J. White, (presiding); Mr. Harold Epps, Ms. Chekemma Fulmore-Townsend, and Ms. Mindy Posoff

Present for the Administration: Dr. Donald Guy General, Mr. Jacob Eapen, Ms. Marsia Henley, Mr. Gim Lim, Dr. Shannon Rooney, Mr. Derrick Sawyer, Mr. Tim Trzaska, Mr. John Wiggins, and Victoria Zellers, Esq.

Guests: Dr. Judith Gay, Vice President Emerita, and Ms. Sabrina Maynard, City of Philadelphia

AGENDA
PUBLIC SESSION – BUSINESS AFFAIRS COMMITTEE

Mr. Herzog called the meeting to order at 9:00 A.M.

(1) Contract with Pennoni Associates, Inc. (Action Item):

Mr. Eapen stated that the College is proposing to contract with Pennoni Associates, Inc. to conduct HVAC and COVID-19 professional consulting services, duct cleaning services and supervision of HVAC duct cleaning to reduce the risk of transmission of COVID-19. He stated that Pennoni was recommended by Delaware County Community College and Montgomery County Community College who have been using the services of Pennoni for a long time. Mr. Eapen pointed out that the major tasks that will be performed by Pennoni are duct cleaning services and oversight of duct cleaning.

Mr. Eapen reported that the National Air Duct Cleaners Association (NADCA) and the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) are leading institutions which publish standards and guidelines related to indoor air quality and the built environment. He stated that ASHRAE has provided recommendations for reducing airborne infectious aerosol exposure that have been accepted by the CDC and WHO as industry standards in the pandemic response. ASHRAE recommends maintaining and operating the HVAC system as designed and commissioning the HVAC system to ensure proper function.

Mr. Eapen stated that two factors impacted duct cleaning: (1) the College has not done duct cleaning services on campus for quite a while; and (2) PT Mechanical was approved by the Board to change 35 air coils located in the Mint Building, Bonnell Building, and West Building and the improved HVAC system will necessitate duct cleaning. He stated that PT Mechanical workers are currently doing the changes and the project should be completed by the first week in August.

Mr. Eapen stated that College staff requested that Pennoni take the lead in conducting the RFP to subcontract and oversee the duct cleaning portion of the contract. Pennoni Associates, Inc., on behalf of the College, issued a bid for duct cleaning services. Mr. Eapen reported that Pennoni received 17 bids from contractors who were certified by the National Air Duct Cleaners Association and within a 50-mile radius of the College. He stated that out of the 17 contractors, 9 contractors responded and did a mandatory walkthrough of the College's Main Campus as it related to duct cleaning. Mr. Eapen reported that out of the 9 contractors, two bids were received: a bid from Environmental Control Services, Inc. in the amount of \$4,633,231; and a bid from Aella Industries, Inc. in the amount of \$1,775,000 (base bid \$1,525,000 plus \$250,000 for add alternatives). Pennoni has a mark-up of 10% on the bid for overhead and insurance which brings the total to \$1,952,500 for the lowest bid received from Aella Industries, Inc. for duct cleaning services. Mr. Eapen stated that College staff met with Pennoni, and based on Aella's bid, it was recommended to use Aella's services as a subcontractor through Pennoni.

Please refer to Attachment A for the Pennoni Associates, Inc. Proposal.

The scope of services and contract amounts shall include:

- Task 1 – Duct Cleaning Technical Specification Design and Bidding Services –
Estimated \$25,000
- Task 2 – Duct Cleaning Services -Estimated \$1,952,500
- Task 3 – Oversight of Duct Cleaning – Estimated \$230,000
- Task 4 – HVAC Construction Inspections Estimated - \$125,000
- Task 5 – Air Flow Measurements – Estimated - \$30,000
- Task 6 – COVID Response Cleaning - \$24,000
- Task 7 – Ongoing COVID Consulting - \$60,000

Mr. Eapen then spoke to the expense of the project. He explained that the College has roughly one million linear feet of ductwork in the Main Campus at a cost of \$1.75 per linear ft. Mr. Eapen stated that the HEERF II and HEERF III, the American Rescue Plan, allow the College to use the institutional HEERF funds for HVAC improvements that may reduce the risk of transmission of COVID-19. He stated that based on ARP's regulations, the College is allowed to do substantial HVAC work and this was confirmed with the College's external auditors, Grant Thornton, as well as the Pennsylvania Commission for Community Colleges Business Officers. Mr. Eapen stated that the timing is good and the work should be completed by August 15th to make the Main Campus (Mint, Bonnell, West & CBI) ready for return to campus; and the remaining buildings, the Winnet Student Life and the Athletics Center, will be completed by August 31st. He stated that the Regional Centers are not included in this project; and that the Regional Centers will be dealt with after the Main Campus work is accomplished. Mr. Eapen pointed out the most of the employees and classes are located on the Main Campus.

Mr. Eapen spoke to the College conducting an air flow measurement of all the classrooms at the Main Campus. It was discovered that certain classrooms were not reaching the standards. In order to meet the standards, the College contracted with three firms: DeWitt Mechanical which is a minority, Philadelphia-based company; Paradigm which is a WBE firm, and Luthe. Mr. Wiggins stated that in the areas of low air flow, it was discovered that employees were tempering with the system which caused the air balance to be off. He stated that DeWitt, Paradigm and Luthe are checking all systems to ensure that they are being serviced correctly, and that the flexible ductwork is connected correctly. Mr. Eapen stated that

once the 3 firms have completed their work, Pennoni will inspect the work to make certain it aligns to their work schedule. In addition, he reported that Pennoni will be working with a minority firm for COVID response cleaning. This firm will be conducting COVID response cleaning in the event there is a COVID situation during the Fall semester.

Ms. Henley reported on the demographics. She stated that Pennoni's is headquartered at 1900 Market Street in Philadelphia. Pennoni recently hired a DEI Program Manager, as well as established a DEI Board Committee. Ms. Henley reported that Pennoni has 208 employees, of which 16.5% are diverse minority employees. She stated that Aella is located in Delaware County, Aston, Pennsylvania. Aella has 20 employees, of which 20% are minorities and 33% are African-American owned. Mr. Eapen pointed out that the minority partner with Aella will be the Project Lead for this project.

Mr. White asked what is the difference between diverse employee-based and minority-based. Ms. Henley stated that the demographics contained only the breakdown of ethnic categories (African-American, Asian/Pacific Islander, Hispanic, Native Hawaiian/Pacific Islander, Multi-Racial, White, Other/Unknown) and not the breakdown of gender categories. However, the gender categories can be provided.

Mr. Dubow asked the difference between the two bids (Environmental Control Services, Inc. in the amount of \$4,633,231 and Aella Industries, Inc. in the amount of \$1,775,000). Mr. Eapen responded that both firms are based on union labor. The \$4.6m bid was higher because Environmental Control Services' labor cost was much higher. Mr. Eapen stated that Aella was proposing two shifts with 50-60 employees on campus. He stated that Aella is a smaller firm but would get the results to complete the work on a timely basis. Mr. Dubow asked how will the work be monitored. Mr. Eapen stated that part of the contract with Pennoni is to ensure that on-site monitors will oversee the work is being done on time. He stated that Ms. Zellers and outside counsel will be creating an AIA document with clear guidelines.

Mr. White asked Mr. Wiggins what did he foresee as challenges. Mr. Wiggins pointed out that time is a constraint with employees on campus at the same time and classes being held during the Summer II semester. Mr. White asked Mr. Eapen if he had any sense of what "cushion" would be needed since time is a constraint. Mr. Eapen stated that the Mint, Bonnell, West and CBI will be focused on since classes are mainly held at these buildings; and lastly the Winnet Student Life and Athletics Center will be handled with the project being completed by August 31st.

Mr. Soileau asked if the HVAC delivery will be continued as the ductwork is being cleaned. Mr. Eapen stated that Pennoni is coordinating the work with PT Mechanical. Mr. Soileau asked Ms. Zellers if the Union was notified about the work that will be occurring on campus. Ms. Zellers stated that the Union received the PT Mechanical contract, as well as the ventilation reports; and that Mr. Eapen and she are having meetings with Federation leaders regarding the ongoing projects to get the campus ready for the Fall.

Mr. Soileau asked Dr. Rooney to be prepared with a college-wide announcement. Dr. Rooney stated that her staff will be prepared with talking points. Mr. Wiggins added that air quality samples will be taken at the Main Campus. Dr. General stated that the key is communications, and that an announcement should be formulated to address employees at all locations, including the Regional Centers.

Mr. Eapen stated that once the work at the Main Campus is near completion, a change order will be needed for the Regional Centers. Mr. Dubow asked how much has the College committed towards the HEERF dollars of \$28.6m. Mr. Eapen stated that out of the \$28.6m, the College committed \$22.3m, leaving \$6.3m remaining minus \$2.5m (for this project) and ongoing projects with a balance of roughly \$3m left in terms of budget numbers.

Action: Mr. Herzog called for a motion. Mr. Epps moved and Mr. Dubow seconded the motion that the Business Affairs Committee recommends that the Executive Committee of the Board of Trustees approve the contract with Pennoni Associates, Inc. for an amount not to exceed \$2,446,500. HEERF II dollars will be utilized for the project services. The motion passed unanimously.

Mr. Herzog called for a motion to close the Business Affairs Committee meeting. Mr. Epps moved and Mr. Dubow seconded the motion that the Business Affairs Committee meeting close. The motion passed unanimously.

AGENDA **PUBLIC SESSION – EXECUTIVE COMMITTEE**

Mr. White called the Executive Committee meeting to order. All of the members of the Executive Committee were present for the Business Affairs Committee meeting and heard the discussion of the approval of the Pennoni Associates, Inc. contract.

Mr. White asked for a motion to approve the contract with Pennoni Associates, Inc.

Action: Mr. Epps moved and Ms. Fulmore-Townsend seconded the motion that the Executive Committee of the Board of Trustees approve the contract with Pennoni Associates, Inc. for an amount not to exceed \$2,446,500. HEERF II dollars will be utilized for the project services. The motion passed unanimously.

(2) Next Meeting Date:

The next regularly scheduled meeting of the Business Affairs Committee will be held on Wednesday, August 18th at 11:00 A.M. following the Executive Committee meeting of the Board of Trustees.

The meeting adjourned at 9:30 A.M.

ATTACHMENT A
Pennonni Associates, Inc. Proposal



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www.pennoni.com

July 6, 2021

CCPHX21001

Mr. Jacob Eapen
Vice President for Business and Finance
Community College of Philadelphia
1700 Spring Garden Street, Room M2-6
Philadelphia, PA 19130

**RE: COVID-19 AND HVAC CONSULTING SERVICES
COMMUNITY COLLEGE OF PHILADELPHIA
MAIN CAMPUS – 1700 SPRING GARDEN STREET
PHILADELPHIA, PENNSYLVANIA 19130**

Dear Mr. Eapen:

Pennoni Associates, Inc. (Pennoni) has prepared this proposal for The Community College of Philadelphia (“Client”) to conduct HVAC and COVID-19 consulting services for the above referenced properties, hereinafter referred to as “subject property” or “site”. This proposal is based on our recent discussions/correspondences with your team and our ongoing work at the College.

Based on Pennoni’s current understanding of the project, Pennoni proposes the following Scope of Services:

SCOPE OF SERVICES

TASK 1 – DUCT CLEANING TECHNICAL SPECIFICATION DESIGN AND BIDDING SERVICES

TASK 2 – DUCT CLEANING

TASK 3 – OVERSIGHT OF DUCT CLEANING

TASK 4 – HVAC CONSTRUCTION INSPECTIONS

TASK 5 – AIR FLOW MEASUREMENTS

TASK 6 – COVID REPOSE CLEANING

TASK 7 – ONGOING COVID CONSULTING

TASK 1 – DUCT CLEANING TECHNICAL SPECIFICATION DESIGN AND BIDDING SERVICES

Pennoni will prepare a detailed written specification for duct cleaning in accordance with the NADCA 2021 ACR. Plans will be prepared that indicate the buildings scoped for cleaning, available duct work drawings, and show any special concerns and conditions that need to be addressed. Pennoni will use this specification as the basis for drafting bid documents. Pennoni will solicit a bid from NADCA certified contractors, evaluate contractor qualifications, evaluate contractor bids, and subcontract the duct cleaning services.

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

- Task 1a – Prepare HVAC duct cleaning specifications*
- Task 1b – Prepare request for proposal package*
- Task 1c – Solicit bids from NADCA Certified contractors*
- Task 1d – Evaluate contractor bids and perform contractor selection*

TASK 2 – DUCT CLEANING SERVICES

Pennoni is proposing to provide turnkey duct cleaning services for the main campus buildings listed below as part of reopening plans for the fall 2021 semester. The services outlined in this proposal are in coordination with using Aella Industries as our subcontractor.

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

- Task 2a – Clean Mint Building Ductwork*
- Task 2b – Clean Bonnell Building Ductwork*
- Task 2c – Clean West Building Ductwork*
- Task 2d – Clean Center for Business & Industry Building Ductwork*
- Task 2e – Clean Pavilion Building Ductwork*
- Task 2f – Clean Winnet Student Life Center and Athletic Center Ductwork*

Task 2a – Clean Mint Building Ductwork

A NADCA certified duct cleaning contractor will clean the Mint Building ductwork in accordance with the duct cleaning specification and bid documents for this project.

Task 2b – Clean Bonnell Building Ductwork

A NADCA certified duct cleaning contractor will clean the Bonnell Building ductwork in accordance with the duct cleaning specification and bid documents for this project.

Task 2c – Clean West Building Ductwork

A NADCA certified duct cleaning contractor will clean the West Building ductwork in accordance with the duct cleaning specification and bid documents for this project.

Task 2d – Clean Center for Business & Industry Building Ductwork

A NADCA certified duct cleaning contractor will clean the Center for Business & Industry Building ductwork in accordance with the duct cleaning specification and bid documents for this project.

Task 2e – Clean Pavilion Building Ductwork

A NADCA certified duct cleaning contractor will clean the Pavilion Building ductwork in accordance with the duct cleaning specification and bid documents for this project.

Task 2f – Clean Winnet Student Life Center and Athletic Center Ductwork

A NADCA certified duct cleaning contractor will clean the Winnet Student Life Center and Athletic Center ductwork in accordance with the duct cleaning specification and bid documents for this project.

TASK 3 – OVERSIGHT OF DUCT CLEANING

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

Task 3a – Background Air Monitoring

Task 3b – Background Air Monitoring Report

Task 3c – Daily Project Oversight and Air Monitoring

Task 3d – Project Oversight and Air Monitoring Report

Task 3a – Background Air Monitoring

One of Pennoni's industrial hygienists will conduct pre-renovation air monitoring for respirable dust concentrations in each work area before duct cleaning preparation work is started. Air monitoring will be performed using a direct reading instrument such as a MIE Personal DataRAM #1000, or equivalent device. Pre-renovation monitoring results will be used as a baseline during duct cleaning activities.

Task 3b – Background Air Monitoring Report

Upon completion of the above scope of service, Pennoni will prepare a report documenting the results of our pre-renovation air monitoring. The background air monitoring report will include a summary of our findings as well as recommendations we may have relative to our findings and the planned renovation. The location of each reading taken will be documented in the report.

Task 3c – Daily Project Oversight and Air Monitoring

Pennoni will provide oversight of a National Air Duct Cleaners Association (NADCA) certified contractor to complete the proper cleaning of ductwork in the above referenced buildings. During the duct cleaning activities, Pennoni will provide a project manager and a team of industrial hygienist to conduct air monitoring in areas adjacent to the work area and within the work area. The purpose of air monitoring within the work areas is to detect respirable dust concentrations which may challenge the ability of the work area isolation procedures. Air monitoring adjacent to the work area will be performed to ensure work area isolation procedures are sufficient. A report of progress will be maintained, as well as a description of procedures employed by the contractor to address the duct contaminants. Pennoni will provide clearance visual inspections following duct cleaning work each work area in accordance with the specification documents for this project.

TASK 4 – HVAC CONSTRUCTION INSPECTIONS

Phase Understanding - It is our understanding that CCP has two ongoing HVAC related projects. One is the replacement of Air Coil units and related work as described in the 4/8/21 and 4/14/21 provided documents listed below. Secondly, repair and maintenance work as outlined in the provided 5/27/21 document. Work is being completed as part of ongoing HVAC improvements as a response to the recent Covid pandemic.

CCP has provided us with the following information.

- Final Mechanical Bid Sheets dated 4/8/2021
- Electrical Scope of Work dated 4/14/2021
- HVAC Report Work email dated 5/27/2021

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

Task 4a – Review shop drawings and product submittals.

Task 4b – Provide one (1) set of conformed permit documents after all required permit review comments

have been received.

Task 4c – Attend weekly job site meetings/visits during the construction phase.

Task 4d – Perform and issue one (1) punch list – to be conducted at substantial completion upon notification from the architect.

Task 4e – Coordinate with College to develop Owner’s Project Requirements for HVAC system including operating sequences which commissioning agent will test.

Task 4f – Engage commissioning agent to commission modified HVAC equipment.

TASK 5 – AIR FLOW MEASUREMENTS

Our proposed services in under this task will be used to determine if the ventilation system is operating adequately and providing the proper amount of air changes per hour recommended by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

Task 5a – Ventilation Testing

Task 5b – Technical Letter Report

Task 5a – Ventilation Testing

A LoFlo Balometer will be used to check the amount of air (in cubic feet per minute) being discharged from the ceiling vents. The amount of air being discharged from the ceiling vents in conjunction with the air volume of the room (measured using a laser measure tape) will be used to calculate the amount of air changes per hour (ACH) in each location.

- ASHRAE recommends 2-3 ACH for offices. ACH is calculated by determining the total cubic feet per minute (CFM) out of each supply duct in a room and dividing by the total volume of the room. (ACH = CFM x 60 / (AREA x Height).

Task 5b – Technical Letter Report

The results of the qualitative and quantitative observations will be presented in a technical letter report. If corrective actions are warranted, Pennoni will write recommendations for further corrective actions.

TASK 6 – COVID REPOSE CLEANING

Pennoni is proposing to provide a rapid response team for the purpose of cleaning and sanitizing areas impacted by persons known or suspected of having COVID-19 under this task.

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

Task 6a – Cleaning and Sanitization for COVID-19

Task 6b – Post Cleaning and Sanitization ATP Testing

Task 6a – Cleaning and Sanitization for COVID-19

Pennoni will utilize our subcontracting partner, the 360 Group of Companies (360GOC), to provide labor, materials, and equipment as required for the cleaning, sanitization & fogging with respect to COVID Rapid

Response. Labor will include two workers required to sterilize the affected areas. This service will consist of fogging affected areas. Sanitizing and Cleaning general areas, including high touch surfaces, and restroom areas as follows; Restroom doorknobs, and handles, toilet horizontal surfaces, toilet lever/flush, faucet, sink surfaces, dispenser buttons/levers, partition handles, locks and doors, light switches, handrails, elevator buttons, kitchen area, sitting area, chamber, standing area, back rooms, hallway area, cubicles, and stairways.

Task 6b – Post Cleaning and Sanitization ATP Testing

When requested, Pennoni will provide an industrial hygienist to oversee and document the activities in Task 6a. Additionally, our industrial hygienist will collect post treatment ATP swabs to document the completion and effectiveness of the cleaning and sanitization.

TASK 7 – ONGOING COVID CONSULTING

Pennoni is proposing to provide professional industrial hygiene consulting services relative to your campus buildings. Our proposed services include reviewing existing documentation, developing plans for reopening, conducting a physical examination of buildings, providing weekly inspections/testing, and participating in team meetings.

We will implement a multi-tasked approach for this project. The following major tasks will be completed:

Task 7a – Review Existing Documentation

Task 7b – Develop Plans for Reopening

Task 7c – Physical Inspection/Evaluation of Buildings

Task 7d – Participate in Team Meetings

Task 7e – Weekly Inspection/Testing

Task 7f – Asset Management Integration

Task 7g – Public Dashboard

Task 7a - Review Existing Documentation

Our team of Certified Industrial Hygienists and Registered Environmental Health Professionals will review existing documentation already in place by CCP staff. Documents include health screening protocols, cleaning/disinfection protocols, COVID-19 Exposure Prevention, Preparedness, and Response Plan, Contract Tracing Plan, and current draft of Health Care Programs to Return to Campus. Our team will provide comments and input on the existing plans.

Pennoni will use Centers for Disease Control (CDC) and Leadership in Educational Facilities association (APPA) guidelines to review the College's current reopening plans and provide recommendations on emerging best practices.

Task 7b – Develop Plans for Reopening

Our team will work with CCP to identify needed plans and assist with the development of plans. These plans will only be developed as requested. Plans may include:

- Communication Approach to College Community
- Building Ingress/Egress
- Public Area Occupancy

- Food Service Areas
- Classroom Spacing/Occupancy
- Ventilation/Exhaust
- Cleaning/Disinfection
- Sports and Activities
- Nursing/Tech/Lab programs
- Environmental Review (Legionella, Mold, Water Quality)

Plans will be based on current recommendations by the Centers for Disease Control (CDC), the Occupational Health and Safety Administration (OSHA), and the Environmental Protection Agency (EPA) as well as the Commonwealth of Pennsylvania and the City of Philadelphia.

Task 7c – Physical Inspection/Evaluation of Buildings

When requested, members of our team will work with CCP staff to conduct walkthroughs of various spaces/buildings to determine compliance with prepared plans and/or guidelines. Our inspection will include an evaluation of physical barriers, social distancing, signage, and building ingress/egress.

Task 7d – Participate in Team Meetings

Pennoni will be able to participate in meetings, respond to calls, emails and meetings as needed to provide assistance in response to any concerns by the College. We will keep the team updated on current federal, state and local recommendations for cleaning response activities. Additionally, as needed we will assist with interaction and reporting with the state or Philadelphia health departments.

Task 7e – Weekly Inspection/Testing

Testing the efficacy of a cleaning program is known as Post Cleaning Verification (PCV). The frequency of testing is ultimately based on the client's risk tolerance. Currently there are no requirements by state or federal agencies to perform post cleaning verification. Since the current pandemic is constantly changing, it is our opinion that verification is necessary to confirm effectiveness and to protect building owners and managers. Additionally, it must be recognized that this type of cleaning may continue for many months into the future. It is likely that a weekly testing protocol is the most prudent and cost-effective testing frequency. The deliverable of testing would be a simple letter report describing the areas tested and if they were in the pass, caution, or failing ranges.

FEES

Pennoni will complete the scope of services in this proposal on a Time and Material basis in accordance with our 2021 Rate Schedule. We recommend an initial budgetary allowance of **\$2,446,500** based on the following tasked breakdown.

Task 1 – Duct Cleaning Technical Specification Design and Bidding Services

Pennoni will complete the scope of services in Task 1 on a Time and Materials basis in accordance with our 2021 Rate Schedule (attached). We recommend an initial budgetary allowance of **\$25,000**. Our overall fee will be dependent on our requested involvement.

Task 2 – Duct Cleaning Services

Pennoni will complete the scope of services outlined in Task 2 for the lump sum fee of **\$1,952,500** based on the following breakdown:

Task 2a – Clean Mint Building Ductwork	\$341,000
Task 2b – Clean Bonnell Building Ductwork	\$302,500
Task 2c – Clean West Building Ductwork	\$291,500
Task 2d – Clean Center for Business & Industry Building Ductwork	\$291,500
Task 2e – Clean Pavilion Building Ductwork	\$159,500
Task 2f – Clean Winnet Student Life Center and Athletic Center Ductwork	\$291,500

For Unit Rates covering unforeseen conditions that may be encountered during duct cleaning activities we recommend a budgetary allowance of **\$275,000**.

Task 3 – Duct Cleaning Oversight

Pennoni will complete the scope of services in Task 3 on a Time and Material basis in accordance with our 2021 Rate Schedule (attached). We recommend an initial budgetary allowance of **\$230,000**. Our overall fee will be dependent on subcontractor project schedule and execution.

Task 4 – HVAC Construction Inspections

Pennoni will complete the scope of services in Task 4 on a Time and Materials basis in accordance with our 2021 Rate Schedule (attached). We recommend an initial budgetary allowance of **\$125,000**. Our overall fee will be dependent on our requested involvement.

Task 5 – Air Flow Measurements

Pennoni will complete the scope of services in Task 5 on a Time and Materials basis in accordance with our 2021 Rate Schedule (attached). We recommend an initial budgetary allowance of **\$30,000**. Our overall fee will be dependent on our requested involvement.

Task 6 – COVID Response Cleaning

Pennoni will complete the scope of services outlined in Task 6 on a time and materials basis in accordance with the following breakdown. We recommend an initial budgetary allowance of **\$24,000** for this task. Our overall fee will be dependent on requested response events.

Task 6a – Cleaning and Sanitization for COVID-19	\$1,600 per occurrence
Task 6b – Post Cleaning and Sanitization ATP Testing	\$800 per occurrence

Task 7 – Ongoing COVID Consulting

We will track and invoice our time for Task 7 on a Time and Materials basis in accordance with the rate schedule attached. We recommend an initial budgetary allowance of **\$60,000**. Our overall fee will be dependent on our requested involvement.

Weekly testing in Task 7e will be completed when requested and will only be completed with your approval. Testing will be completed at a rate of **\$1,500/inspection**.

ASSUMPTIONS/CLARIFICATIONS

- Access to all areas within the buildings will be available on the requested time and date of site visits.
- Pennoni assumes accessed areas are free from toxic and hazardous atmospheres from asbestos and

mold. Pennoni also assumes the ability to safely access areas without exposure to human pathogens.

- Our lump sum fee for Task 2 includes a 10% markup of the selected contractor fees.
- Task 4 assumes safe access to confined spaces will be provided by the Client.
- Tasks 4a through 4d assumes Pennoni shall not, during site visits or as a result of observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work, nor shall Pennoni have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing their work.
- Task 4 assumes vents will be made readily accessible by Client before testing.
- Task 4 assumes all systems requiring testing are assumed to be operational on the date of testing. If systems are not operational on the date scheduled, additional fees will apply for any additional visits required or requested.
- The fee for Task 5 is based on the 360GOC team will complete the sterilization and fogging services within a four-hour time frame (or less). Hours required beyond four hours will be invoiced at \$400/hour. This rate includes two technicians, materials, and equipment.
- Our fees for Task 5 are based on normal working hour response times (7am-3:30pm). For responses outside of normal working hours a premium will be applied as follows:
 - Response between 3:30pm-10:00pm – 15% premium
 - Response between 10:00pm-7:00am – 50% premium
- Please note that actual duct cleaning oversight may vary depending on contractor schedule, duct quantities, actual time, and equipment expenses for the project.

SCHEDULE

Pennoni is prepared to begin this project upon written authorization. If a Notice to Proceed is provided by July 12, 2021 we anticipate a project start date of July 13, 2021. We anticipate completion of the scope of services outlined in Task 2 by August 31, 2021 according to the following breakdown:

<u>Building</u>	<u>Completion Date</u>
Bonnell	August 15, 2021
Mint	August 15, 2021
West	August 15, 2021
Center for Business & Industry	August 15, 2021
Winnet Student Life Center	August 31, 2021
Athletic Center	August 31, 2021
Pavilion	August 31, 2021

The selected duct cleaning contractor plans to work two shifts per day (day shift and night shift) Monday through Saturday.

BILLING AND PAYMENT

With the exception of services provided in Task 2, invoices will be submitted monthly and will be based upon the work completed during the billing period. Invoices for Task 2 will be submitted at the completion of services in each of the scoped buildings and will be based upon the work completed in that building. A 10% upfront payment is required for the services in Task 2. Payment is due upon receipt of invoice. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

TERMS AND CONDITIONS

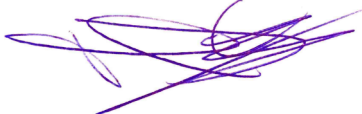
Pennoni's General Terms and Conditions (Form LE01 Revised 12/2015) are attached hereto and are considered a part of this proposal. The Client indicates by the execution of this proposal that he or she has reviewed and understands the General Terms and Conditions. Services in Task 2 are dependent on the selected contractor agreeing to Pennoni's subcontractor agreement.

Thank you for the opportunity to provide these professional services. This proposal is valid for a period of 30 days. If you have any questions, or if you would like to discuss any of the above, please do not hesitate to contact us.

We look forward to working with you on this project. If you have any questions regarding this submission or require additional information, please feel free to call us.

Sincerely,

PENNONI ASSOCIATES INC.



Nicolás Vázquez, CIH, CHMM
Senior Industrial Hygienist



Alan Lloyd, CIH, CSP, ENV SP
Vice President, EHS Practice Leader

Billing Rates

2021 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Principal Professional	\$285
Principal Professional.....	\$230
Senior Professional	\$196
Project Professional	\$182
Staff Professional	\$174
Associate Professional	\$165
Graduate Professional	\$142
Technician III	\$128
Technician II	\$118
Technician I	\$108
Survey Crew	\$250
Senior Field Technician	\$132
Field Technician	\$108
Laboratory Technician	\$ 95
Building Code Official.....	\$ 114
Project Assistant	\$ 82

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- 3 Person Survey Crew rates for roadwork provided upon request

“Professional” includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: \$100.00/day
- Record Retrieval: \$500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.





PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.