

AGENDA OF SPECIAL MEETING
Odessa College Board of Trustees
Tuesday, June 22, 2021, 6:00 PM
Saulsbury Campus Center, Zant Community Room
201 W UNIVERSITY
ODESSA, TX 79764

1. Call to Order - Mr. Gary Johnson	
2. Approval of Minutes of Regular Meeting of May 25, 2021	2
3. Committee Reports	
A. Property Committee - Dr. Tara Deaver	
1. Report on Approval of Rapid 7- Ransomware Software	13
2. Report on Approval of Hanover Research Project Proposal & Contingency Funds	15
3. Consider and Approve Demolition of Travis Hall & Rudy Acosta Pavilion	24
4. Consider and Approve Bid for Demolition of Travis Hall	26
5. Consider and Approve AIA Document with JSA Architects	67
6. Information Item: Campus Loop Project	92
B. Finance Committee - Mr. Gary Johnson	
1. Consider and Approve Tax Abatement for Project CTV	94
4. Consider and Approve Appointment of Laci Harris to the Unexpired Term, Place 9	102
5. Adjournment - Mr. Gary Johnson	

Gregory D. Williams, Ed.D., President

EXECUTIVE/ CLOSED SESSION: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Board will convene in such executive or closed session in accordance with the Texas Open Meeting Act, Section §551.001 of the Texas Government Code.

Minutes of a Regular Meeting of the Odessa College Board of Trustees held Tuesday, May 25, 2021, in the Zant Community Room, Saulsbury Campus Center, with the following:

<u>Present</u>	<u>Absent</u>
Tommy Clark	J. E. "Coach" Pressly
Dr. Tara Deaver	
Neil Grape	
Gary Johnson	
Larry Johnson	
Bruce Shearer	
Trudy Lewis	

Meeting was called to order by Board of Trustees Chair, Mr. Tommy Clark, at 6:02 p.m.

Pledge of Allegiance: United States & Texas

Mr. Clark led the group in the pledges.

Introduction of New Employees

Ms. Lindsey Bryant, Director of Human Resources, introduced the following new employees

Roxanne Scott
Saul Gonzales
Makenzie Watson
Chiquasta Hines
David Martinez

Approval of Minutes of Regular Meeting of April 27, 2021

Mr. Gary Johnson moved, seconded by Ms. Trudy Lewis, to approve the minutes of the Regular meeting of April 27, 2021.

Motion passed unanimously.

Committee Reports

1. Property Committee

a. Report on Approval of Systech Bid

Committee Chair, Dr. Deaver, stated that the Property Committee met recently to review multiple items. The Systech System would be the locking software and hardware used to lock Century Commons and Wrangler Hall.

b. Consider and Approve Bid for Food Service Vendor

The food service contract is currently held by Great Western. Great Western rebid and Odessa College has accepted that bid. Odessa College spends approximately \$350,000-\$400,000 in food services annually.

Mr. Larry Johnson moved, seconded by Ms. Trudy Lewis, to accept bid from Great Western Dinning.

Motion passed unanimously.

c. Consider and Approve Purchase of Portable Buildings

Mr. Ken Zartner shared there is a 48x60 modular classroom facility that would be used to serve early college high school lunches and would be placed to the east of Wilkerson Hall. Building includes air conditioning and restrooms, total cost \$198,620.

Mr. Larry Johnson moved, seconded by Mr. Gary Johnson, to approve purchase of portable Building.

Motion passed unanimously.

d. Request for Consent from Board of Trustees of OJCD to Sell Property for Less than Market Value Specified in the Judgement of Foreclosure and Also less than the Amount of Judgment Against the Property.

Community member, Mr. Jeff Russell, joined to address the board. Mr. Russell shared some back ground on the property, mentioning that he made an offer on this property in 2020 for \$100,000 before demolition and never heard back. He encouraged board to consider realtor being utilized. Mr. Russell also discussed the importance of the community to go out and ensure taxes are being collected, there is over \$43 million of unpaid property taxes across county.

Mr. Larry Johnson shared that the property committee reviewed this property and the value was in the range of \$51,000 with the sell value requested being \$50,000.

Mr. Larry Johnson moved, seconded by Mr. Gary Johnson to approve the sale of the property for \$50,000

Motion passed unanimously.

2. Finance Committee

a. Consider and Approve Authorized Investment Business Organizations

Committee Chair, Mr. Gary Johnson, stated that the Finance Committee met recently to discuss consideration of two new authorized investment business organizations: Multi-Bank Securities Inc. and Mischler Financial Group. Both organizations are registered with FINRA and U.S. Securities and Exchange Commission. Currently Odessa College has one investment organizations who actively sends investment opportunities.

Moved by Mr. Bruce Shearer, seconded by Larry Johnson to approve Multi-Bank Securities Inc. and Mischler Financial Group to Odessa College's authorized

investment business organizations.

Motion passed unanimously.

b. Review Plan of Finance Consolidated Fund Revenue Bonds

Ms. Brandy Ham introduced Matt Boles of RBC Capital Markets. Mr. Boles began by explaining that interest rates are at an all-time low. Mr. Boles summarized Odessa College's 2 current outstanding bonds. Mr. Boles began by summarizing the preliminary plans as they relate to the Health Sciences Building. Construction costs today are \$39.7 million, Odessa College has dedicated \$5 million from institutional funds, and donations that continue to come in. Therefore, the college is currently considering \$35 million dollars in financing plan. This number may decrease as donations continue to come in. The true interest costs is 2.195%, which includes a 0.4% cushion. Current amortization schedule is crafted on a 15-year payback period. The new bonds will be structured on top of the existing bond, and payment will be made together. Recommendation to refinance the existing portion of 2012 revenue bond to save the college \$350,000.

c. Review and Approve Parameters Resolution Authorizing Issuance of Consolidated Fund Revenue Bonds, appointing a representative of the District and delegating to the representative certain matters with respect to the sale of the Bonds and the offering documents, and enacting other provisions relating to the issuance and sale of the Bonds.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
ECTOR COUNTY
ODESSA COLLEGE DISTRICT

We, the undersigned officers of the Board of Trustees of said District, hereby certify as follows:

1. The Board of Trustees of said District convened in REGULAR MEETING ON THE 25TH DAY OF MAY, 2021, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to wit:

Tommy Clark, Chair
Gary S. Johnson, Vice Chair
Larry Johnson, Secretary
Neil Grape
Bruce Shearer
Dr. Tara Deaver
Trudy Lewis
J.E. "Coach" Pressly
Vacancy

and all of said persons were present, except the following absentees: J.E. "Coach" Pressly, thus constituting a quorum. Whereupon, among other business the following was transacted at ⁴said Meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF ODESSA COLLEGE DISTRICT CONSOLIDATED FLIND REVENUE BONDS, SERIES 2021 IN ONE OR MORE SERIES AS TAXABLE AND/OR TAX-EXEMPT BONDS; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE DISTRICT THE TERMS OF SALE OF THE BONDS AND THE OFFERING DOCUMENTS FOR THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER, INCLUDING THE PURPOSES TO BE UNDERTAKEN WITH PROCEEDS; APPROVING THE USE OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; ENGAGING BOND COUNSEL; PLEDGING REVENUES AND PLEDGED FUNDS FOR THE PAYMENT OF THE BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried, with all members of said Board shown present above voting "Aye,"

NO: _____ ABSTAIN: _____

2, A true, full, and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and trait said Resolution would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given all as required by the Texas Government Code, Chapter 551.

SIGNED AND SEALED the 25th day of May, 2021.

Secretary, Board of Trustees
Trustees

Chair, Board of

Mr. Gary Johnson moved, seconded by Mr. Bruce Shearer to approve resolution.

Motion passed unanimously.

Monthly Financial Statements & Budget Amendments

Ms. Brandy Ham highlighted various areas of the financial statements and budget amendments as printed below:

(Kristi Gibbs will put financial reports in minute book)

Mr. Gary Johnson moved, seconded by Mr. Bruce Shearer, to approve the Monthly Financial Statements and Budget Amendments.

Motion passed unanimously.

Recommendation for Appointment of Independent Auditors

Ms. Ham shared that Whitley Pen is the independent auditors for Odessa College. In November of 2020 Johnson & Miller merged with Whitley Penn. Over the years Johnson & Miller have provided excellent service to Odessa College.

Mr. Bruce Shearer moved, seconded by Dr. Tara Deaver to reappoint Whitley Penn as independent auditors.

Motion passed unanimously.

Wood Health Sciences Building Naming Agreements

Odessa Regional Medical Center

Ms. Jacqui Gore shared that Odessa Regional Medical Center has committed \$1 million to Odessa College to construct the new 83,000- foot Wood Health Sciences Building. Odessa College will acknowledge this contribution by naming the, to be constructed, 3rd floor the Odessa Regional Medical Center Instruction Floor. The contribution will be paid out over 10 years. Odessa Regional Medical Signage will be displayed as you enter the 3rd floor and though-out the space. The agreement also includes the opportunity for ORMC leadership to teach and mentor students taking classes in this building. Carol Kates, ORMC Chief Nursing Officer, was invited to speak. Ms. Kates shared how important Odessa College is to their organization and to her personally, as she is a former student and instructor. She shared Odessa College has the finest nursing program and their organization never hesitates to hire Odessa College Nursing graduates, as they know they are always well prepared. The continued partnership will help continue to supply excellent nurses to the Permian Basin.

Mr. Gary Johnson moved, seconded by Dr. Tara Deaver to approve the Odessa Regional Medical Center naming agreement.

Motion passed unanimously.

Grow Odessa

Ms. Jacqui Gore reported that Grow Odessa has committed \$1 million to Odessa College to construct the new 83,000 - foot Wood Health Sciences Building. The contribution will be paid out over 2 years. Ms. Gore thanked Grow Odessa for their contribution for this building that will produce more health care workers in Odessa and throughout the Permian Basin. Wesley Burnet, Director of Economic Development, joined to thank Odessa College for what they are doing for Odessa working increasing capacity for these programs.

OC Foundation Letter of Agreement

Ms. Gore shared that the Odessa College Foundation Letter of Agreement was most recently reviewed by the Odessa College Board of Trustees and signed in 2010. It was recommended by SACSCOC to include one addition to this agreement. The additional statement will read:

Neither Odessa College, nor any official thereof, nor any Director, Officer or Agent of this Corporation, shall ever be personally liable for any debt, or other obligation, of the Corporation.

Mr. Shearer moved, seconded by Ms. Lewis to approve this addition to the OC Foundation Letter of Agreement.

Motion passed unanimously.

Reappointment of College Attorney

Dr. Gregory Williams shared that Shafer Law firm has been with Odessa College more than 15 years and has served the institution well. Daniel Harper has recently transitioned to be our primary attorney and has been a great asset. Dr. Williams recommended to continue the relationship with Shafer Law Firm.

Mr. Shearer moved, seconded by Dr. Deaver to approve the reappointment of the college attorney.

Motion passed unanimously.

Accept Resignation of Board Member Tommy Clark

Mr. Tommy Clark requested the board to accept his resignation from the Odessa College Board of Trustees. Mr. Clark shared it has been a pleasure to serve this board and work with the outstanding board members. Dr. Williams joined to thank Mr. Clark for his service to the board.

Moved by Bruce Shearer, seconded by Gary Johnson to accept the resignation of board member, Tommy Clark.

Motion passed unanimously.

Accept Resignation of Board Member Neil Grape

Mr. Clark requested the board to accept the resignation of Mr. Neil Grape, Odessa College Board of Trustee. Mr. Grape shared he has served on the Odessa College Board of Trustees for 13 years and has enjoyed it. Dr. Williams shared his appreciation for Mr. Grape during his years of service at Odessa College.

Moved by Mr. Gary Johnson, seconded by Ms. Lewis to accept the resignation of board member, Tommy Clark.

Motion passed unanimously.

Consider and Approve Appointment of Hortencia Del Bosque to the Unexpired Term, Place 2

Mr. Clark shared, for this action item there has been a request to address the board. Community member, Ms. Tisha Crow, joined to address the board. Ms. Crow shared she received several calls that day about the appointments of the board. Ms. Crow inquired about the requirements for appointed board members to then run in the next election. Mr. Daniel Harper, Odessa College attorney, referenced the Texas Education Code Provision 130.0822 indicating that in single member districts Board's may appoint members to unexpired terms to serve until the next election for that place. Secondly, Ms. Crow asked the board to communicate to the community when these places became available on the board. The board indicated they would take this recommendation under advisement.

Mr. Gary Johnson read the following resolution:

RESOLUTION AND ORDER OF ODESSA COLLEGE

STATE OF TEXAS	§
	§
COUNTY OF ECTOR	§

WHEREAS, Richard Abalos served on the Odessa College District's Board of Trustees in Place 2; and

WHEREAS, on December 12, 2020, Mr. Abalos passed away after many years of distinguished service to this Board and the community of Odessa, leaving a vacancy in Place 2; and

WHEREAS, pursuant to the provisions of the Texas Education Code governing single member districts, the Odessa College District Board of Trustees has chosen to fill the Place 2 vacancy by appointment by the remaining members of the Board; and

WHEREAS, the Board of Trustees has voted in open meeting to fill the Place 2 vacancy, and appoint a Trustee to serve for the unexpired term in Place 2;

THEREFORE, BE IT RESOLVED AND ORDAINED BY THE BOARD OF TRUSTEES OF ODESSA COLLEGE DISTRICT THAT Hortencia Del Bosque is hereby appointed to the Odessa College District Board of Trustees, Place 2, to serve for the unexpired term.

PASSED, APPROVED, AND ADOPTED THIS 25th day of May, 2021.
Odessa College

By: _____

Gary Johnson
President, Board of Trustees

ATTEST:

Trudy Lewis
Secretary, Board of Trustees

Moved by Mr. Gary Johnson, seconded by Mr. Shearer to appoint Ms. Hortencia Del Bosque to the Board of Trustees unexpired term, Place 2.

Motion passed unanimously.

Consider and Approve Appointment of Mortie Garner to the Unexpired Term, Place 6

Mr. Gary Johnson read the following resolution:

RESOLUTION AND ORDER OF ODESSA COLLEGE

STATE OF TEXAS	§
	§
COUNTY OF ECTOR	§

WHEREAS, Neil Grape served on the Odessa College District's Board of Trustees in Place 6; and

WHEREAS, on May 25, 2021, the Board of Trustees accepted Mr. Grape's resignation after many years of distinguished service to this Board and the community of Odessa, leaving a vacancy in Place 6; and

WHEREAS, pursuant to the provisions of the Texas Education Code governing single member districts, the Odessa College District Board of Trustees has chosen to fill the Place 6 vacancy by appointment by the remaining members of the Board; and

WHEREAS, the Board of Trustees has voted in open meeting to fill the Place 6 vacancy, and appoint a Trustee to serve for the unexpired term in Place 6;

THEREFORE, BE IT RESOLVED AND ORDAINED BY THE BOARD OF TRUSTEES OF ODESSA COLLEGE DISTRICT THAT Montie Garner is hereby appointed to the Odessa College District Board of Trustees, Place 6, to serve for the unexpired term.

PASSED, APPROVED, AND ADOPTED THIS 25th day of May, 2021.
Odessa College

By: _____

Gary Johnson
President, Board of Trustees

ATTEST:

Trudy Lewis
Secretary, Board of Trustees

Moved by Mr. Gary Johnson, seconded by Mr. Shearer to appoint Ms. Montie Garner to the Board of Trustees unexpired term, Place 6.

Motion passed unanimously.

Reorganization of the Board

Mr. Bruce Shearer moved, seconded by Mr. Larry Johnson to nominate the following individuals for board positions:

Chair: Gary Johnson
Vice Chair: Larry Johnson
Secretary: Trudy Lewis
Assistant Secretary: Tara Deaver

Motion passed unanimously.

Education Report: Employee of Excellence Award Winners

Ms. Kim McKay shared the 2020-2021 Employee of Excellence Award recipients as well as the Department of Excellence and Employee of the Year. The Employees of Excellence recipients include:

Dr. James Morris
Jeff Kelly
Argie Reyes
Daisy Garcia
Julie Lyon
Mike Ibarra
Chelsy Nanny
Michael Eng Hong Sin

The Information Technology Services Department was named the Department of Excellence. Ms. McKay read a portion of the nomination for this department highlighting how IT was integral in the quick and successful transition to primarily digital campus during the time of the COVID-19 pandemic. Almudena Romero-Aguirre was named the Employee of the Year. Ms. McKay highlighted Ms. Romero-Aguirre's positive attitude, willingness to help and Odessa College Spirit that led to this recognition.

Vision 2030 Update

Mr. Ken Zartner shared Vision 2030 updates beginning with explaining the why, which is to support the OC 10,000 goal. The projects will be broken up into 5 categories: health care & career education, early college high school & teacher education, visual and performing arts, student housing and campus infrastructure. Currently, the campus is actively working on the Wood Health Sciences Building. Fundraising is currently at 78% of the funding goal for this building. Once 90% is reached the campus will be able to plan to break ground. Currently, the goal is to break ground on September 1, 2021.

Institutional Effectiveness Report

Dr. Janice Hicks shared updates from Institutional Effectiveness including institutional goals for the year to break records, build the capacity for OC 10,000, persist and transfer more students, share experiences with others, continue to build a culture of being all in, and change the community. In the month of May the institution had a Leadership Retreat to continue to find new ways to reach these goals.

President's Report

Record Graduation

On May 7 & 8 Odessa College held TWO in person graduation ceremonies with record-breaking graduation numbers. This spring OC conferred 935 credentials to 736 unduplicated students and 569 of those students attended and walked in graduation ceremonies.

Virtual Invasion

Spring 2021's virtual invasion looked a little ~~10~~ different as the campus came together to support the ACCESS program that all ECISD students utilize for career assessment. More than 150 Odessa

College employees filmed short segments speaking about their education, careers, and giving advice to students who might want to explore a similar field. The ACCESS program is collecting similar videos for an array of careers to provide as resources to students.

Grand Opening of the Pantry Gardens

More than a dozen enthusiastic volunteers planted our 200 square foot Pantry Gardens on April 8th. The Grand Opening was held on May 6, where Odessa College announced the naming sponsor, Atmos Energy. Board member and master gardener, Bruce Shearer, was an honored guest speaker. The garden has more than 35 varieties of plants, including vegetables, fruits, and herbs.

Dr. Motamed Appointed to serve on the new THECB Transfer Advisory Committee

Dr. Mehrnoush Motamed, Social Science Instructor, was appointed to serve on the Texas Higher Education Coordinating Board's Texas Transfer Advisory Committee. This committee is charged with overseeing the development and implementation of the new transfer policy framework and recommending new pathways for students to complete their Texas Core Curriculum, Discipline Specific Courses, and Directed Electives in an approved Texas transfer Field of Student Curricula.

Aspen Prize 2021

On Tuesday, May 18, the Aspen Institute announced the 2021 winners of the Aspen Prize. During this more than 6-year Aspen journey, Odessa College has been recognized twice as Rising Stars and recently as an institution in the top 10 community colleges in the nation. In those same 6 years, Odessa College enrolled more students than ever before, with better outcomes than ever before, that led to more graduates than ever before.

Gary Johnson Celebrates 31 years of Serving as an Odessa College Board of Trustee

Gary Johnson celebrates 31 years serving as a Board of Trustee. Dr. Williams referenced a quote from Mr. Gary Johnson in the Odessa Outline newsletter sharing some of his goals for Odessa College, including the wish for every person who wants to go to OC to have the opportunity to do so. Dr. Williams expressed his appreciation for Mr. Gary Johnson's service and the service of each of the board members.

Adjournment

The meeting was adjourned at 7:50 p.m.

Secretary

Chair

-----0-----



RAPID7 AT CARAHSOFT

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | FIDELIS@CARAHSOFT.COM

carahsoft

TO: Patrick Cannady
Director, Network and Phone Services
Odessa College
201 W. University
PO#1453095
Odessa, TX 79764 USA

FROM: Derek Stine
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: pcannady@odessa.edu

EMAIL: Derek.Stine@carahsoft.com

PHONE: (432) 335-6615 **FAX:** (432) 335-6667

PHONE: (571) 662-4754 **FAX:** (703) 871-8505

TERMS: Contract #: SW1056A
DIR Cooperative Contract #: DIR-TSO-4288
Expiration Date: February 22, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 28704773
QUOTE DATE: 05/27/2021
QUOTE EXPIRES: 06/26/2021
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$85,493.00

TOTAL QUOTE: \$85,493.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE	
1	IPLAT	Insight One Subscription - includes InsightVM, InsightIDR (specified asset count); Unlimited InsightAppsec and InsightConnect Monthly Data Limit: 2279GB Data Center Location: United States Data Retention Length: 365 Days Rapid7 LLC - IPLAT	\$57.59	\$36.38	OM	2350	\$85,493.00
2	PSIVMDEP5D	5 Day - Vulnerability Management Deployment Standard Package - Automated Scanning and Technical Reporting for Larger Environments - Scope defined in Service Brief Rapid7 LLC - PSIVMDEP5D	\$13,250.00	\$0.00	OM	1	\$0.00
SUBTOTAL:						\$85,493.00	

PLEASE SEND ALL ORDERS TO: OMTeam@carahsoft.com

TOTAL PRICE: \$85,493.00

TOTAL QUOTE: \$85,493.00



RAPID7 PRICE QUOTATION

RAPID7 AT CARAHSOFT

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | FIDELIS@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
----------	----------	-------------	------------	-------------	-----	----------------

PTERMS:

End User acknowledges and agrees that use of the products and/or services listed above are governed by the applicable terms and conditions available at <https://www.rapid7.com/legal/terms>. All orders are non-refundable and non-cancelable.

Rapid7 Terms & Conditions:

This order is non-refundable and non-cancellable. Expenses will be billed as incurred for project travel.

By signing below or issuing a purchase order referencing the Product Order Form number above, Customer acknowledges and agrees that use of the products and/or services listed herein are governed by the applicable terms and conditions available at <https://www.rapid7.com/legal/terms>. The terms of these agreements and this Product Order Form shall supersede the terms in any purchase order or non-Rapid7 executed document, whether written or verbal, and no terms included in any such purchase order or other non-Rapid7 executed document shall apply. Such purchase order is an administrative document only. Any discounts and/or future guaranteed rates in this quote are subject to the partner maintaining its Rapid7 Partner Level at the time the order is placed. By signing below, Customer agrees that Customer's internal business practices do not require a purchase order to issue payment for the products and/or services included above.

Negotiated Terms & Conditions:

Renews at 100% of purchase price. Subject to an increase of no more than 5% per year.

Client Services Agreement

Date of Agreement: June 10th, 2021

The Hanover Research Council LLC (“Hanover Research”) is pleased to provide Odessa College (“Client”) the Research Services as described below:

1. Agreement Term

Effective Date: 7/1/2021

End Date: 6/30/2022

The terms of this agreement are contingent upon execution on or before Friday, June 25th, 2021.

2. Term

This agreement (“Agreement”) with Hanover Research runs for a subscription period from the Effective Date to the End Date (the “Term”). During the Term of this Agreement, Client will be able to access the research services provided by Hanover Research (the “Research Services”) in accordance with the terms and conditions set forth below. Client will have the authority to request Research Services on any topic throughout the Term within the confines of two (2) sequential queues, i.e., Hanover Research will work on two (2) Research Services projects at a time. Client understands and agrees that this Agreement may not be terminated during the Term, except as may otherwise be set forth in this Agreement.

Either party may terminate this Agreement should the other party materially breach the terms and conditions of this Agreement, and such breach goes uncured for a period of thirty (30) or more days after the non-breaching party has notified the breaching party in writing. This Agreement shall renew automatically unless either party provides written notice to the other party at least sixty (60) days prior to the end of the then current Term.

3. Research Services

All Research Services are available to Client on a subscription basis within the confines of a sequential research workflow queue, in that Hanover Research will perform up to two (2) Research Services projects at a time. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Although work is completed in a sequential fashion, Client may submit requests at any time. Individual Research Services projects will generally be commenced by the submission of a project request that will describe the project, the expected Deliverables (as defined below), any information or materials to be provided by Client and any other information anticipated to be relevant to the proposed project. The parties will negotiate in good faith and agree upon the proposed Deliverables, approach and timetable for the project, subject to assumptions regarding the availability of information and any third party participants and materials. If Hanover Research anticipates that it will not be able to provide the Research Services on the agreed upon schedule, Hanover Research shall keep Client regularly informed of the status of the Research Services and any substantial delay in delivery or any proposed revised schedule of delivery. Hanover Research will not be responsible for any delay in timelines due to (i) Client’s modification of a project’s goals or proposed Deliverables, (ii) Client’s delay in providing relevant materials or responses or (iii) in the provision of any third party materials with respect to the Research Services.

Research Services may include, but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics). Deliverables will be provided in PowerPoint, PDF, Word, Excel, or Tableau formats. Client also has full access to phone-based consultations with a Hanover

Research account team member. Client agrees to designate a primary point of contact who will, to the best of his/her ability, conduct periodic calls with the assigned Hanover Research account team member to review performance against our shared objectives, prioritize projects within the queue, and discuss current and future projects.

The Research Services include Client's access to Hanover Research's research library (the "Research Library") on the Client Portal (as defined below). The Research Library uses Hanover Research's extensive research capabilities to provide an archive of redacted and/or anonymized reports to supplement the research commissioned by Client as well to assist in idea generation for new research. Client's partnership with Hanover Research includes access to the Research Library and Client understands and agrees that any reports provided by Hanover to Client under this Agreement may be used by Hanover Research for distribution through the Research Library, so long as Hanover appropriately deidentifies and/or anonymizes any Confidential Information of Client. Client also hereby explicitly agrees that any materials in the Research Library may not be distributed, reproduced or published without Hanover Research's prior written consent.

In order to access such Syndicated Materials, the Research Services may also include Client's access to Hanover Research's client portal (the "Client Portal"). Apart from the Deliverables provided under this Agreement (as defined below), any use of the Client Portal by Client or its representatives is governed by the Client Portal Terms of Use (<http://www.hanoverresearch.com/terms-of-use/>). If Client chooses to access the Client Portal, Client hereby acknowledges and agrees to the terms set forth in the Client Portal Terms of Use.

Client also hereby acknowledges and agrees that the collection and processing of data by Hanover Research is governed by Hanover Research's privacy policy (<http://www.hanoverresearch.com/privacy-policy/>).

4. Intellectual Property Rights

Hanover Research acknowledges and agrees that Client owns the deliverables provided to Client as part of the Research Services under this Agreement (the "Deliverables"), except as may otherwise be set forth in this Section 4. Hanover Research Deliverables may consist of publications, surveys, data, reports, and other Hanover Research information and services that are custom commissioned by and for Client. In order for Hanover Research to provide to Client additional insight into Client's industry and to provide certain syndicated products, materials and information ("Syndicated Materials"), Hanover Research retains a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute the data or information created or developed by Hanover Research in the service of this Agreement, so long as Hanover Research does not repurpose or use any Confidential Information of Client without appropriate anonymization or deidentification. Client acknowledges and agrees that Hanover Research owns all intellectual property rights in the methodologies, processes or trade secrets used by Hanover Research to create the Deliverables and Research Services ("Hanover Research IP"). Hanover Research grants Client a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable license to use, reproduce, and distribute the Hanover Research IP for its internal business purposes solely to the extent contained within the Deliverables. Client may not modify, reverse engineer or use the Hanover Research IP in any way to provide services that would be in competition with the Research Services. Deliverables may also contain third party data or materials, which Hanover Research may not convey ownership of to Client, but rather a license. Hanover Research or its third-party provider may transfer or sublicense to Client usage rights. Certain types of sensitive personal data may be subject to additional usage restrictions as conveyed by Hanover Research or such third-party provider to Client, and Client agrees to comply with any such restrictions of which it has been notified. Client also acknowledges and agrees that it will not own any publicly sourced information contained within the Deliverables, but that it may use such information in accordance with applicable law, including fair use under Section 107 of the Copyright Act. Client may distribute the Deliverables on an ad-hoc basis, including but not limited to any form of online distribution, so long as it is in compliance with the terms of this Agreement. Client may not modify any of the disclaimer language included in any Deliverables, and Client agrees not to resell the Deliverables in any way.

If Client's partnership with Hanover Research includes Syndicated Materials provided by Hanover Research (including any Syndicated Materials on the Client Portal), Client agrees that it will not distribute the Syndicated Materials and that such Syndicated Materials are for its internal use only. Syndicated Materials may not be published or reproduced without Hanover Research's prior written consent.

5. Service Fees, Invoicing & Additional Services

The fee payable by Client for each annual term is \$95,000 (the "Service Fee"). Client agrees to pay Hanover Research the Service Fee in accordance with the below invoicing schedule and net 30 days from receipt of an accurate invoice. Failure to pay promptly may result in project postponement. Hanover Research agrees to accept a 2% discount to the Service Fee in accordance with the below invoicing schedule if payment is received by Hanover Research by the tenth (10th) day following the date of the relevant invoice.

Invoice:

- 7/1/2021: \$47,500
- 7/1/2021: \$47,500
- 7/1/2022: \$95,000
- 7/1/2023: \$95,000

Client understands and agrees that there may from time to time be incidental fees not included in the Service Fee set forth above for additional services ("Additional Services"). Such Additional Services may include purchased database access, panel fees, survey incentives, translation fees, infographic development fees, postage/printing for mass mailings, etc. In the event such Additional Services are required to complete a project for Client, Hanover Research will discuss the details with Client and obtain written approval from Client prior to engaging in such Additional Services. **For the purposes of this agreement, Hanover will pay for up to the first \$5,000 in such incidental fees in the first annual term (i.e. July 1st, 2021 – June 30th, 2022), after which Client agrees to pay for all such Additional Services to either Hanover Research, or directly to such third party vendor if requested by Hanover Research.** If Additional Services are estimated to exceed \$10,000, Hanover Research reserves the right to require Client to either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) pre-pay to Hanover Research the estimated fees for Additional Services prior to the project kick-off.

6. Warranties; Liabilities

Hanover Research hereby represents, warrants and covenants that the Research Services shall be performed in a competent and professional manner in accordance with industry standards by qualified personnel. Hanover Research agrees to indemnify and hold Client harmless against any and all claims that the Deliverables infringe the intellectual property right of a third party, provided that the relevant claim: (i) does not arise from any modification of the Deliverable, (ii) does not arise from the combination of the Deliverable with any other information, services, products or technology not supplied by Hanover Research, (iii) if the relevant claim is based on the content or materials contained in the Deliverables that are provided by a third party, then only to the extent that such third party has agreed to indemnify Hanover Research and its licensees. Client must provide prompt notice of such claim to Hanover Research. Client hereby represents, warrants and covenants that it has and will continue to maintain all necessary authority and consent under applicable laws (including privacy laws) to enable Hanover Research to conduct the Research Services on its behalf, including any collection, use, disclosure and storage in the United States of personal information in connection therewith, and shall ensure that any consent form used in connection with the Research Services complies with Client's obligations under such laws. Client hereby understands and agrees that personal information will be stored on servers maintained by Hanover Research or its authorized service providers in the United States, and Client shall ensure that it has all necessary authority and consent as required under applicable laws to transfer such personal information to Hanover Research. Client agrees to indemnify and hold Hanover

Research harmless against any and all claims arising from or in any way attributable to Client's breach of its representations, warranties and covenants hereunder and all claims that any data or materials provided by Client were not collected in accordance with applicable anti-spam or privacy regulations, or infringe the intellectual property or privacy rights of a third party, provided that Hanover Research provides prompt notice of such claim to Client. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE RESEARCH SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, HANOVER RESEARCH DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA PROVIDED AS PART OF THE DELIVERABLES OR THE RESEARCH SERVICES. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE, AT HANOVER RESEARCH'S OPTION EITHER: (1) RE-PERFORMANCE OF THE DEFECTIVE DELIVERABLES OR (2) A REFUND OF MONIES PAID FOR THE DEFECTIVE DELIVERABLES. CLIENT AND HANOVER RESEARCH BOTH AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL OR INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES UNDER THIS AGREEMENT. CLIENT AND HANOVER RESEARCH ALSO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN ANY EVENT FOR AN AMOUNT GREATER THAN THE CURRENT YEAR'S SERVICE FEE UNDER THIS AGREEMENT.

7. Confidentiality & Non-Disclosure

The parties acknowledge and agree that as part of this Agreement, certain Confidential Information of the parties will be exchanged. "Confidential Information" means, with respect to the disclosing party, any non-public, commercially proprietary or sensitive information or materials of that party, including any proprietary intellectual property of that party. Confidential Information shall not include information which (i) is already in the public domain at the time of disclosure or becomes so at any time thereafter through no act of the receiving party, (ii) is already lawfully in the receiving party's possession at the time of disclosure, (iii) is received independently by the receiving party from a third party free to make such disclosure, or (iv) is independently developed by the receiving party. Each party under this Agreement shall hold the Confidential Information of the other party in strict confidence using at least the same degree of care as the receiving party uses to protect its own Confidential Information.

If Hanover Research has access to student records in connection with the Research Services, Hanover Research agrees to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by FERPA or pursuant to regulation of the Department of Education with respect to the privacy of student information. The provisions of FERPA include, but are not limited to, ensuring that: (i) no identification of students or their parent/guardians by persons other than representatives of Hanover Research is permitted; (ii) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (iii) no access to individual student data shall be granted by Hanover Research to any other person, persons, agency or organization without the written consent of Client, except for sharing with other representatives of either Client or Hanover Research so long as those persons have a legitimate interest in the information. Hanover Research recognizes and agrees that such access will be extended by Client in reliance on representations made in this assurance, and that Client shall have a right of revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by Hanover Research.

Upon written request by the disclosing party, the receiving party shall return or destroy, at the disclosing party's option, all tangible materials that disclose or embody the Confidential Information; provided, however, that the receiving party may retain one copy of the disclosing party's Confidential Information for archival purposes.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, including any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the receiving party makes reasonable efforts to promptly notify the disclosing party in writing of such demand so that the disclosing party may seek, at its sole expense, to make such disclosure subject to

a protective order or other appropriate remedy to preserve its confidentiality.

The parties agree that for the purposes of any Research Services provided under this Agreement that involve the collection, processing, storage, or disclosure of California residents' personal information, Hanover Research is a service provider, as defined by the California Consumer Privacy Act, California Civil Code 1798.100-1798.199. Hanover Research understands and agrees that to the extent that the California Consumer Privacy Act applies to work that Hanover Research performs for Client, Hanover Research is prohibited from retaining, using, or disclosing California residents' personal information that it receives pursuant to the Research Services it provides under this Agreement for any purpose other than for the specific purpose of performing the Research Services specified in this Agreement, any order form, or any Statement of Work, or as otherwise permitted by the California Consumer Privacy Act, including retaining, using, or disclosing the California resident's personal information for a commercial purpose other than providing the Research Services specified in this Agreement, any order form, or any Statement of Work. This paragraph does not apply to the collection, use, retention, sale, or disclosure of personal information that is deidentified or aggregate consumer information. For the avoidance of doubt, any terms used in this paragraph are as defined by the California Consumer Privacy Act.

8. Records and Audit

Hanover Research will maintain complete records of its operations and its arrangements with any subcontractors for Additional Services and will provide copies of such relevant records to Client upon reasonable request for audit and review in accordance with applicable law.

9. Governing Law

This Agreement shall be governed by the laws of the State of Texas.

10. Immunity.

Nothing herein shall be construed or interpreted to waive the Client's governmental immunity as provided in the Constitution of the State of Texas, Texas Education Code and Texas Civil Practice & Remedies Code.

11. Bidding Process

The Client has not required a bidding process for this contract because it has elected to enter this contract using the group purchasing procurement method authorized for institutions of higher education (ref. Education Code Sections 51.9335, 73.115 and 74.008).

12. Confirmation

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

Both parties understand and agree that the contractual obligations of payment and services being rendered shall apply to any entity that acquires all or substantially all of either Hanover Research or Client's assets as a successor to the business.

Signature:

Date:

Name: Michael G. Littlefield
Title: Senior Managing Director
THE HANOVER RESEARCH COUNCIL LLC
4401 Wilson Boulevard, 4th Floor
Arlington, VA 22203

Signature:

Date:

Name: Janice M. Hicks, Ph.D.
Title: Associate Vice President for
Institutional Effectiveness
Odessa College
201 W University Blvd
Odessa, TX 79764

Board Report Form

Project Title: Hanover Research

Project Lead (name): Dr. Janice Hicks

Summary

Hanover Research is a custom market research and data analytics organization based in Arlington, Virginia. For a fixed, annual fee, Hanover will complete an uncapped number of research projects using any methodology in our toolkit—secondary research, survey research, qualitative (in-depth interviews or focus groups) research, and data analysis—to answer the strategic research questions of its members.

For Odessa College, this means Hanover will work on two (2) research projects at a time over a 12-month period on a variety of topics. Odessa College will employ Hanover services to conduct research and market analysis that will inform **Vision 2030+ Strategic Master Plan**. This includes but is not limited to community needs assessments, academic program portfolio review and analysis, retention and persistence data analysis, transfer data analysis, benchmarking best practices and strategic advising.

Rationale

Explain the value your project brings to the college; What are the expected outcomes?; Why should it be implemented?

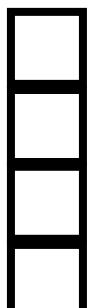
With a customized research agenda tailored to Odessa College's immediate and long-term needs, Hanover's research deliverables (i.e. reports, analysis, benchmarking best practices) will assist Odessa College's Admin Team in making decisions quickly that inform long-term strategic master planning. As Odessa College continues to grow in enrollment and overall institutional size, external benchmarking and capacity building is needed to ensure OC's has the right infrastructure, academic programs and resources to serve the future needs of the Permian Basin with the highest level of excellence.

The return on investment is immediate. Findings from research and data analysis conducted by Hanover can be implemented in real time. If at least 30 students persist due to research and analysis conducted by Hanover, the services will pay for itself. Further, findings from Hanover's services can inform the work of every division and department at Odessa College.

Vision 2030+

Which of the Vision 2030+ Priorities does your project support?

Hanover will support all priorities related to Vision 2030+ and advancing Odessa College. Moreover, the research projects conducted by Hanover will inform key elements of the Vision 2030+ Strategic Master Plan.



Health Careers Education

Teacher Education and Transfer Programs

Workforce Training and Education

Community and Wellness



Campus Infrastructure

Timeline/ Implementation

Share when this project would begin, important phases, and projected completion.

Odessa College will partner with Hanover from July 1, 2021 through June 30, 2022. The first two projects will begin immediately and range 4-6 weeks in length. The next two projects will begin immediately after the first two and so forth. Odessa College will complete a minimum of 8 projects and a maximum of 12 projects, depending on complexity and length of each project.

Resources

What resources (human, fiscal, physical, etc.) will this require? If bids, were received list here.

Hanover provides their partners with a Relationship Director and Content Director. The primary responsibility of the Relationship Director is to learn the ins and outs of Odessa College and its service area, which will allow Hanover to maximize the value of their services and tailor to the needs of the institution. The Content Director's role is to service as Odessa College's research manager, project collaborator, and strategic advisor. These two Hanover employees will work directly with the Office of Institutional Effectiveness. Dr. Hicks will serve as the primary contact. Dr. Hicks work with Hanover on the day-to-day operations related to each project. Qualitative data will be collected virtually, unless Odessa College prefers to invite Hanover to Odessa to conduct primary research. Information and data would be shared with Hanover by Dr. Hicks as needed for each project.

No bids were needed as this is a subscription service.

FAQ

Provide a few questions and awnsers that you would expect with this proposal. (history of vendor, list of other institutions utilizing, etc)

1. Who are Hanover's competitors?
 - a. Hanover is the only company in the customized market research space in higher education. Other companies such as Gray and Associates and EAB Solutions provide components of the services that are provided by Hanover; however, the services are not tailored to the unique needs of each institution, only focus on one division of the campus, and/or billed by the hours of services rather than an annual, flat fee.
2. What community colleges have Hanover work with?
 - a. Hanover has partnered with more than 500 higher education institution in the U.S. Below are institutions in Texas that have partnered with Hanover:
 - i. **Representative 2-Year Colleges**
 1. [Alamo Colleges District Office](#) (San Antonio, TX)
 2. Amarillo College (Amarillo, TX)
 3. Coastal Bend College (Beeville, TX)
 4. Northeast Lakeview College (San Antonio, TX)
 5. South Texas College (McAllen, TX)
 6. Tyler Junior College (Tyler, TX)
 - ii. **Representative 4-Year Colleges/Universities**

1. McMurry University (Abilene, TX)
2. Texas A&M University System Office (College Station)
3. Texas Tech University Health Sciences Center, El Paso (El Paso, TX)
4. [**Texas Tech University College of Visual and Performing Arts \(Lubbock, TX\)**](#)
5. University of Texas at Austin – McCombs School of Business (Austin, TX)
6. [**University of Texas at Dallas**](#) (Dallas, TX)
7. [**Wayland Baptist University**](#) (Plainview, TX)
8. West Texas A&M University (Canyon, TX)

3. What services does Hanover provide and what deliverable can Odessa College expect?

- a. Hanover is a new model focused on institutional research and strategic planning. Through a year-long subscription service, Hanover provides its partners with high-quality research and analytics delivered through a cost-effective subscription model that helps executives make informed decisions, identify and seize opportunities, and heighten their effectiveness. Services are tailored to each institution and can include the following:
 - i. Data Analysis
 - ii. Survey Research
 - iii. Qualitative Research
 - iv. Strategic Advising
 - v. Benchmarking and Best Practices
 - vi. Market Modeling
- b. Additionally, partners receive access to ongoing research, reports, briefs and dashboards created by Hanover through Hanover Digital.
- c. Deliverable that can be expected from Hanover include but is not limited to the following:
 - i. Research findings, reports and data analytics that inform the Vision 2030+ Strategic Master Plan.
 - ii. Data analytics that assist in the creation of Persistence and Transfer metrics.
 - iii. Research, data analytics and reports that will assist in increasing Persistence and Transfer rates.
 - iv. Research, data analytics and reports that will assist in achieving OC 10,000.
 - v. Research, data analytics and reports that will assist in Odessa College's grant writing efforts.
 - vi. Academic Program Portfolio review that will assist in assessing alignment of programs with current and future community needs.

Board Report Form

Project Title:

Demolotion of Travis Hall and Rudy Acosta Pavillion

Project Lead (name):

Ken Zartner, Vice Presidnet for Administrative Services

Summary

The area of land located to support the Wood Health Sciences Builing is located in the same area as the Rudy Acosta Pavilion and Travis Hall. In order to move forward with the project these facilities will have to be removed.

The College will plan on relocating the Rudy Acosta Pavillion adjacent to the Wood Health Sciences Building.

Rationale

Explain the value your project brings to the college; What are the expected outcomes?; Why should it be implemented?

Vision 2030+

Which of the Vision 2030+ Priorities does your project support?



Health Careers Education

Teacher Education and Transfer Programs

Workforce Training and Education

Community and Wellness

Campus Infrastructure

Timeline/ Implementation

Share when this project would begin, important phases, and projected completion.

- Demolotion to begin End of June 2021
- Ground Breaking of New Facility – September 2021
- Construction begin Feb 2022
- Wood Health Sciences Building Complete – Spring 203

Resources

What resources (human, fiscal, physical, etc.) will this require? If bids were received list here.

- Bid received by Vanco Construction - \$62,800

FAQ

Provide a few questions and answers that you would expect with this proposal. (history of vendor, list of other institutions utilizing, etc)

1. Why was this site chosen?

The College considered many possible locations, which included to demolish the existing HSB facility and build in its place, however we elected to keep that facility and reuse for ECHS.

Ultimately the decision to place it in the middle of campus was our best option and strategic move. The campus does not have the benefit of having an area on our campus that has the footprint large enough to build the facility and give it the showcase to our community that it will deserve.

TEXAS CONSULTING SERVICES, LLC.

PO Box 9910, Midland, Texas 79708

Phone: (432) 687-5455

Email: latisha.strong@texconsulting.net

Specification Manual Asbestos Abatement & Demolition

CLIENT:

Odessa College

201 W. University Blvd.

Odessa, Texas 79764

Attn: Bryan Heifner (432) 335-6417

26

PROJECT SITE:

Travis Hall

201 W. University Blvd.

Odessa, Texas 79764

INSPECTION DATE:

May 6, 2021



ABATEMENT DATES:

TBD 2021



Tony Strong - CIAQP, CIAQC, MAC0293, ASB 10-5631

Certified Indoor Air Quality Professional

Registered Professional Industrial Hygienist

Board Certified by the American Indoor Air Quality Council

TX Dept of State Health Services Asbestos Consultants License #10-5631



LABORATORY LICENSE 30-0210
TEXAS CONSULTING SERVICES
MIDLAND, TEXAS



Tony Strong

TABLE OF CONTENTS

TAB 1 PROJECT DESIGN & SPECIFICATIONS

- Section 100 – Scope of work**
- Section 200 – General Requirements**
- Section 300 – Technical Requirements**
- Section 400 – Demolition Footprint**

TAB 1

PROJECT DESIGN & SPECIFICATIONS

28

Tom Stoy

Section 100

Scope of Work – Asbestos Abatement

RELATED DOCUMENTS:

This specification covers the abatement of asbestos hazards from building structures and components listed in these Contract Documents. It is the intent of the Contract Documents to show all of the work necessary to complete the project.

All work is to be completed following these specifications and all applicable Federal, State and local rules and regulations. Where a conflict exists between these specifications and/or applicable rules and regulations, the more stringent will apply.

Section 100.1 – Scope of Work:

- 100.1.1 All quantities are approximate and must be field verified by the Contractor.
- 100.1.2 The Abatement Contractor is responsible for all sampling as required by OSHA, and results will be made available to the Project Manager daily. The Abatement Contractor must give the Project Manager a letter stating exactly how this OSHA sampling is to be accomplished. Texas Consulting Services will provide this monitoring for the contractor at a rate of \$150 per day, per 5 man crew.
- 100.1.3 Pre-abatement air sampling of the designated work area and the adjoining area is to be accomplished by the Project Manager or Consultant.
- 100.1.4 No pre-abatement work is to start until the Project Manager or Consultant has approved all submittals required in these specifications.
- 100.1.5 The scope of work for this project includes the removal of the following estimated quantities of asbestos-containing building materials (ACBM).
- 100.1.6 Contractor is to provide power and water to site for any and all abatement activities.

29

<u>Material</u>	<u>Location</u>	<u>Quantity</u>	<u>Section</u>
Window Glazing	Exterior/Interior	All Units	100.1,2,3,7

- Structures to be included in demolition/removal include the single story Travis Hall and detached Rudy Acosta Pavillion.
- Post abatement demolition debris may be disposed of as general debris. All demolition activity, whether regulated or non-regulated, will be performed utilizing wet methods, with no visible emissions during said activity.
- Contractor is responsible for back filling slab area even with grade. Compaction is not contractor responsibility. Back fill shall herein be defined as the refilling of any excavation necessary for demolition/removal of a structure. Backfill material can be of area or native soil and contractor should provide sufficient material so as to significantly limit the occurrence of sinkholes or settling.
- Contractor is responsible for protecting sidewalk and curbing outside described footprint for new structure. This includes sidewalk and curbing to the north of Travis Hall as well as east, west and south sidewalks. Damage to sidewalk will result in liquidated damages.
- All trees within described footprint to be removed in entirety.



- Gas/utilities/water/sewer (et.al) disconnect fees are the responsibility of the owner. Disconnect request must be made by the college in the event that the provider will not perform said disconnect for the general contractor.
- Contractor is responsible for all disposal and/or landfill fees related to material removed from the structures. All TCEQ, NESHAP, and DSHS regulations will be adhered to in all activities and disposal including the event in which the specification herein does not specify.
- At the completion of the demolition, project site is to be clear of all vegetation, fencing, interior sidewalks, and filled/graded to grade level unless otherwise notified in writing from consultant/Odessa College. Contractor is not responsible for removal/re growth of vegetation, post mobilization from job site. For the purposes of this bid specification, the demolition of any structure shall include grading of the site within described footprint and include removal of any trees, interior sidewalks, fences, debris or any other non structural item within footprint outlined. Grading for purposes herein shall be defined as leveling the area to grade within the footprint and any bordering sidewalks. Curbing and driveways to remain intact and undamaged.

30

- Damage to any buried plumbing, electrical and/or utility lines are the responsibility of the demolition contractor unless otherwise deemed unnecessary by Odessa College/City of Odessa either prior to on site activities or at the time of damage. This would also include overhead power lines, transformers, easements, right-of-ways, or ingress/egress points.
- Demolition herein shall be defined as minimum removal of 100% of the structures on property and structure(s) contents/debris. Concrete slabs with footings will be removed in their entirety. Completion of the demolition will be deemed complete once removal of the structure(s), ACBM, structural supports, and concrete slabs with footings are manifested and disposed and backfill has been performed and inspected by the Consultant/Odessa College.

These materials are to be removed in accordance with these general specifications, specific sections as well as the following special conditions:

****SPECIAL CONDITIONS / ABATEMENT ESTIMATE:**

1. Prep requires critical barriers, air filtration, splashguards (if floors removed prior to sheetrock removal), decontamination facility and personnel / respiratory protection.
2. Prep work is to be as follows: two layers of 6-mil poly sheeting on the floors and two layers, critical barriers, air filtration, decontamination facility and personnel / respiratory protection.
3. Prep requires critical barriers, two layers of 4-mil ply sheeting on the walls, decontamination facility and personnel / respiratory protection.
4. Contractor is to remove components and wrap in two layers of 6-mil poly sheeting.

Section 100.2 - Pre-Abatement Activities (Interior Preparation):

- 100.2.1 Verify lockout and seal any HVAC equipment supplying or within work areas with a minimum of two layers of 6-mil poly sheeting, individually applied.
- 100.2.2 Verify and lockout all electrical power to work areas. Provide temporary power and lighting as necessary to maintain a safe and comfortable work environment. Electrical service and water are to be provided by the Contractor. Connections at any site with current electrical and water service are the responsibility of the Contractor. Connection to existing electrical service will require the use of a State licensed electrician.



100.2.3 All moveable soft, porous goods (pillows, cushions, curtains, etc.) in containment are to be discarded as contaminated asbestos waste. All non-moveable hard goods are to be decontaminated in containment prior to clearance monitoring.

100.2.4 Verify and locate all potential fire exits. Maintain emergency and fire exits from the work areas, or established alternative exits satisfactory to fire officials. Mark fire exits appropriately on the work area side of the containment. Exit arrows pointing in the direction of the nearest exit are to be clearly marked in Spanish and English.

100.2.5 Seal off work areas from those in which work will not occur with a critical barrier consisting of at least two layers of 6-mil poly sheeting, individually applied. Place appropriate warning signs in English and Spanish on the outside of critical barriers and at all entrances to work areas.

100.2.6 Construct separate personnel and barrel/equipment decontamination units in compliance with EPA guidelines concerning number, size, and placement of airlocks, etc. Shower in the personnel decontamination unit shall open into and airlock on both the contaminated and uncontaminated sides and shall be equipped with both hot and cold running water. Decontamination units shall be framed with 2" X 4" lumber (or an acceptable material approved by the Project Manager). Equipment room for the decontamination units shall be at least 6'X6' square. Construct decontamination units of appropriate materials to provide airtight barriers to allow continuous reduced air pressure to be maintained.

100.2.7 All shower wastewater is to be filtered to a final pore size of 5.0 microns. All wastewater is to be drained into the sanitary sewer or removed from the site. Shower waste filters are to be replaced when they become clogged, but not less than every third day. Dispose of all filters as asbestos-contaminated waste.

100.2.8 Cover floor areas, except where floor tile and or mastic materials are to be removed, with two layers of 6-mil (true thickness) plastic sheeting, individually applied, and extending at least 12 inches up the walls. Cover wall areas, except those surfaces scheduled for demolition/renovation, with two layers of 4-mil (true thickness), individually applied, extending at least 12 inches onto the floor. Seal seams to prevent leakage. No seams shall be located at wall to wall or wall to floor joints. Do not cover contaminated surfaces.

100.2.9 Place work areas under reduced air pressure as specified. Allow no air movement system or air filtering equipment to discharge unfiltered air outside the work area. Submit proposed number, rated flow, placement and route of exhaust to Project Manager for review and approved prior to beginning work. The Consultant may complete this process and provide to the Contractor.

100.2.10 Ensure that all barriers and plastic sheeting enclosures remain effectively sealed and taped for the duration of abatement and subsequent cleaning. Visually inspect enclosures at the beginning and end of each work shift. Repair damaged barriers and remedy defects immediately upon discovery. Use smoke methods or other approved methods to test effectiveness of barriers when requested by the Project Manager.

100.2.11 Maintain a sign-in/out log in the immediate area of the change room to be signed by every person each time upon entering and leaving the work area(s).

100.2.12 Inside each work area place a fire extinguisher with a minimum NFPA rating of 10BC (dry chemical) for every 1,000 feet², or fraction thereof, of work area for the duration of abatement and subsequent cleaning activities. The same type of fire extinguisher is to be placed in the vicinity of the change room.

100.2.13 Contractor is to install a fully functional 5-stage decontamination facility at the entrance to the containment area, and warm water is to be available at the

shower prior to ANY removal. Preparatory work for this containment is to include decontamination facility, air filtration and critical barriers. All materials are to be wetted as removed and bagged as soon as removed. Contractor is to remove any insulation located in ceilings and walls as asbestos-contaminated waste. Contractor will be required to remove all sheetrock fastening devices (as required).

All debris currently in areas to be abated is to be treated as asbestos-contaminated waste. Prior to cleanup of these areas and installation of containment, Contractor will be required to install critical barriers, air filtration devices and functional decontamination unit.

100.2.14 Contractor will be responsible for maintaining "negative pressure" within the containment area (minimum of -.02" w.c. on a digital manometer). Electricity is not available at the site, and generator use will require a written plan for maintenance of pressure within the containment area at all times during abatement activity. Contractor will be required at all times while work is taking place to have a fully functional digital manometer installed within the containment area. At times when work is not taking place, Contractor will install the digital manometer at a place prescribed by the TCS Project Manager. Contractor will also be required to supply water at the site.

100.2.15 Notify Project Manager for review of the preparation of the work area(s) prior to any disturbance of asbestos-containing materials. Prior to notification, complete plasticizing of the work area, and construction of personnel and barrel/equipment decontamination enclosure systems. No removal work can begin until preparations have been observed and accepted by the Project Manager.

32

Section 100.3 - Pre-Abatement Activities (Exterior Preparation)

100.3.1 Restrict access to exterior grounds immediately adjacent to work areas by barrier tape or similar means.

100.3.2 In lieu of critical barriers installation within the structure, Contractor may cover window and door openings with at least two layers of 10-mil poly sheeting, individually applied. Poly sheeting is to be secured with 1" x 2" furring strips.

100.3.3 Place appropriate warnings signs, in English and Spanish on at least every other window/door opening and at the decontamination facility.

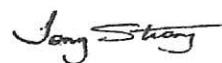
Section 100.4 - Removal Activities (Floor Tile and/or Mastic)

100.4.1 Prepare work area as previously specified.

100.4.2 Thoroughly wet the asbestos-containing materials to be removed with amended water prior to handling or stripping to reduce fiber dispersal into the air. Accomplish wetting with a fine mist of amended water. Spray materials repeatedly during the work process to maintain a continuously wet condition throughout progress of the removal work.

100.4.3 Remove saturated asbestos-containing materials in small sections. Do not allow materials to dry out. As they are removed, place floor tile into one "onion bag" and then place bag into two properly labeled 6-mil disposal bags. Materials may also be put into metal drums or Gaylord boxes which are 6 mil poly lined and wrapped in 6 mil poly.

100.4.4 Upon completion of floor tile removal, Contractor is to remove mastic (as required). Removal of mastic is to be accomplished via a solvent with a minimum flash point of 140 degrees Fahrenheit. Solvent is to be massaged into the mastic, and removed via squeegee. Solvent is to be solidified prior to removal from the containment.



- 100.4.5 Provide general clean up of the work area concurrent with the removal of all asbestos-containing building materials. Do not permit the accumulation of debris on work area floors.
- 100.4.6 Upon completion of asbestos-containing materials, all surfaces within the work area shall be wet-wiped/moped to remove residual accumulated materials. Continue wet cleaning until all surfaces are free of visible debris.

Section 100.5 - Removal Activities (Gypsum Wallboard/Sheetrock and/or Surfacing)

- 100.5.1 Prepare work area as previously specified.
- 100.5.2 Thoroughly wet the asbestos-containing materials to be removed with amended water prior to handling or stripping to reduce fiber dispersal into the air. Accomplish wetting with a fine mist of amended water. Spray materials repeatedly during the work process to maintain a continuously wet condition throughout progress of the removal work.
- 100.5.3 Remove saturated asbestos-containing materials in small sections. Do not allow materials to dry out. As removed, gypsum wallboard/sheetrock or surfacing is to be placed into two properly labeled 6-mil disposal bags.
- 100.5.4 Upon completion of wallboard/sheetrock or surfacing removal, Contractor is to remove all associated fastening devices. All insulation which may be located in walls and/or ceilings to be removed is to be disposed of as asbestos-contaminated waste.
- 100.5.5 Provide general clean-up of the work area concurrent with the removal of all asbestos-containing materials. Do not permit the accumulation of debris on work area floors.
- 100.5.6 Upon completion of asbestos-containing materials, all surfaces within the work area shall be wet-wiped/moped to remove residual accumulated materials. Continue wet-cleaning until all surfaces area free of visible debris.

33

Section 100.6 - Removal Activities (Linoleum Flooring)

- 100.6.1 Prepare work area as previously specified.
- 100.6.2 Thoroughly wet the asbestos-containing materials to be removed with amended water prior to handling or stripping to reduce fiber dispersal into the air. Accomplish wetting with a fine mist of amended water. Spray materials repeatedly during the work process to maintain a continuously wet condition throughout progress of the removal work.
- 100.6.3 Remove saturated asbestos-containing materials in small sections. Do not allow materials to dry out. Linoleum is to be removed via "razor scraper" from substrate, and may be removed as a component system when floors are to be removed/demolished. Bulk linoleum is to be placed into two properly labeled 6-mil disposal bags, and component systems are to be wrapped in two layers of 6-mil poly sheeting, each individually installed.
- 100.6.4 Provide general clean up of the work area concurrent with the removal of all asbestos-containing building materials. Do not permit the accumulation of debris on work area floors.
- 100.6.5 Upon completion of asbestos-containing materials, all surfaces within the work area shall be wet-wiped moped to remove residual accumulated materials. Continue wet cleaning until all surfaces area free of visible debris.

Section 100.7 - Removal Activities (Exterior Windows/Doors)

- 100.7.1 Prepare work area as previously specified.
- 100.7.2 Thoroughly wet the unit and/or frame to be removed prior to stripping or tooling to reduce fiber dispersal into the air. Spray the materials repeatedly during removal to maintain a continuously wet condition.

Jay Strong

100.7.3 Remove affected unit and remove intact from the building. Remove residual caulking from window/door perimeter.

100.7.4 Removed frames are to be disposed of as asbestos-contaminated waste.

Section 100.8 - Removal Activities (Parapet Mastic)

100.8.1 Prepare work area as previously specified.

100.8.2 Contractor is to install a drop cloth extending from exterior wall base out fifteen feet from the structure to catch debris from roof mastic removal.

100.8.3 Contractor is to utilize "hatchet" removal techniques.

100.8.4 Roof mastic is to be placed into two properly labeled 6-mil disposal bags, and mastic is to be lowered from the roof.

100.8.5 All exterior caulking, mastics, and sealants are to be removed in this same manner.

Section 100.9 - Removal of Activities (Thermal Insulation / Piping)

100.9.1 Glove Bag Procedures

100.9.2 The glove bag shall consist of 6-12 mil bag with long sleeve gloves, a tool pouch and an opening for water spray nozzle. NOTE: ALL GLOVE BAG REMOVAL SHALL BE DONE IN FULL CONTAINMENT PROCEDURES.

34

Materials necessary but not limited to shall be:

- a. glove bag
- b. sprayer
- c. HEPA vacuum
- d. utility knife
- e. nylon scrub brush
- f. lint free rags
- g. encapsulant
- h. wire cutters

100.9.3 A team of two persons shall perform the removal.

100.9.4 Before work begins, all necessary Sections of this specification shall be followed.

100.9.5 Mix the surfactant with water in the sprayer. Bring into the work area all materials that will be used.

100.9.6 Place a sheet of poly underneath the pipe wide enough to cover the area where debris might fall to floor, usually extending two feet on either side of pipe.

Section 100.10 - Specific Removal Guidelines

Removal is to be conducted in accordance with all applicable TAHPA, NESHAP, and OSHA rules and regulations, the enclosed specifications, as well as the following site-specific requirements:

100.9.1 **Contractor will be allowed to work 8-10 hour days, Monday through Friday and work hours are to be between 8:00 am and 5:30 pm. Contractor is responsible for submission of DSHS demolition notification.**

100.9.2 The structure is to remain secure during all abatement activities, and security will be the sole responsibility of the Contractor.

100.9.3 Please note that demolition of properties does not include disposal of demo debris unless specifically requested by the client.

Tom Sherry

Section 200
General Requirements - Asbestos Abatement

RELATED DOCUMENTS:

This section covers General Requirements to be completed during the removal of asbestos-containing building materials. This section in conjunction with Sections 100 and 300 comprise the specifications required for completion of asbestos abatement within the structure(s) covered by these specifications. It is the intent of the Contract Documents to show all of the work necessary to complete the project.

All work is to be completed following these specifications and all applicable Federal, State and local rules and regulations. Where a conflict exists between these specifications and/or applicable rules and regulations, the more stringent will apply.

200.1 All bidding contractors will be fully aware of and comply with all current licensing and other requirements for asbestos removal work in the State of Texas and shall, prior to bidding, obtain any and all licenses and/or pass any and all examinations required by any State or Federal agency for asbestos removal work by contractors in the State of Texas and particularly the new Texas Department of Health rules and regulations. The contractor shall secure and pay for transportation and disposal of asbestos including permits, government fees, and licenses as necessary for proper execution and completion of the work as applicable at the time of receipt of bids.

200.2 Bidding contractors are encouraged to visit the jobsite and inspect all areas that are affected by these specifications prior to submitting a bid. Contractors shall verify all measurements provided within these specifications and associated inspection reports, as no increase in contract amount will be allowed.

200.3 Furnish Texas Consulting Services, LLC (Consultant) with copies of ten (10) day notification sent to the Texas Department of Health, via facsimile, email or US Postal mail. Provide the Consultant with notices required by any other local, state or federal agency relating to the asbestos-related activity to be performed at this site.

200.4 The successful bidder will be required to fully comply with all specified items regardless if they exceeded EPA, OSHA, NIOSH, or State regulations. Where not covered or exceeded by these specifications, all EPA, OSHA, NIOSH, and State regulations governing asbestos removal shall apply.

200.5 The Contractor shall have, at all times, in his possession at his office and in view at the jobsite – one copy of OSHA Regulation 1926-58, Asbestos and Environmental Protection Agency 40 CFR Part 61, Subpart B: - National Emission Standard for Asbestos, Asbestos Stripping Work Practices and Disposal of Asbestos Waste, as well as copies of all other manuals listed under the Texas Asbestos Health Protection Rules, any other applicable governing regulations, as well as a complete copy of the project abatement specifications.

200.6 The Contractor shall notify Texas Consulting Services, LLC in writing at least three calendar days prior to his arrival at the jobsite to initiate preparatory work. This notification shall include the time and date of contractor arrival.

200.7 Before being eligible for final payment, the Contractor shall deliver to Texas Consulting Services, LLC the following items relative to this project:

- (1) A copy of Contractor's Work Records, including but not limited to daily sign-in sheets, containment rosters, etc.
- (2) Contractor's letters signed by a principal of the contractor stating his inspection of the abatement area after removal indicates the work to

35



be complete and that no identified asbestos remains within the designated area.

(3) All asbestos waste manifests.

(4) All personnel air monitoring results.

(5) Any and all other documents requested in the project manual.

200.8 The Contractor shall have a licensed Texas State Asbestos Abatement Supervisor present at each work area at all times that work of any type herein described is in progress, including preparatory work. The supervisor will be required to enter the containment/work area a minimum of 25% of the daily work shift. In addition to the supervisor, the contractor shall provide one or more foremen at each area at all times that work of any type herein described is in progress who is familiar with and experienced with asbestos abatement, related work, safety procedures, and equipment. It is required that either the supervisor or foreman be inside each work area or containment at all times.

200.9 Bidders are advised that the Owners Project Manual shall constitute all information, which the Owner will furnish. No other information given by the Owner, or any official thereof, prior to the execution of the contract shall ever become a part of or change the Contract, Project Manual, or be binding on the Owner. Bidders are required, prior to submitting any proposal, to read carefully all plans on file, to visit the site of the work, to carefully examine local conditions, inform themselves by their independent research of the difficulties to be encountered and judge for themselves accessibility to the work and all attending circumstances affecting the cost of doing the work or the time required for its completion, and obtain all information required to make an intelligent proposal. Bidders shall rely exclusively upon their estimates, investigations and other data that are necessary for full information upon which the proposal may be based. Submission of a bid proposal will be evidence that the Bidder has made the examinations and investigations required herein.

200.10 All work under this contract shall be conducted in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing asbestos abatement and any other trade work done in conjunction with the abatement.

The most recent edition of any relevant regulation, standard, document or code shall be in effect and a copy shall be kept at the job-site for use by the Owner. Where conflict among the requirements exists, the most stringent requirements, as determined by the Owner Representative, shall be utilized.

Copies of all standards, regulations, codes and other applicable documents, including this project manual shall be available at the work site in the vicinity of the clean change area of the worker contamination system.

Specific documents shall include, but not necessarily be limited to:

200.10.1 Occupational Safety and Health Administration (OSHA)

- a) Title 29, Code of Federal Regulations Section 1910.1001 – General Industry Standard for Asbestos
- b) Title 29, Code of Federal Regulations Section 1910.134 – General Industry Standard for Respiratory Protection.

- c) Title 29, Code of Federal Regulations Section 1926 Construction Industry.
- d) Title 29, Code of Federal Regulations Section 1910.2 – Access to Employee Exposure and Medical Records.
- e) Title 29, Code of Federal Regulations Section 1910.1200 – Hazard Communication.

200.10.2 Environmental Protection Agency (EPA)

- a) Title 40. Code of Federal Regulations part 61 Subparts A and M (Revised Subpart B) – National Emission Standard for Asbestos.

200.10.3 Texas Asbestos Health Protection Rules:

- a) Texas Civil Statutes, Article 4477-3a, Section 12, most recent edition.

200.10.4 Contractor will abide by all other applicable laws, rules and regulations, including, but not limited to:

- a) Workers Compensation (Statutory limited required)
- b) Liability Insurance (Minimum \$1,000,000.00 limits required by abatement contractor, with Owner named as additional insured)
- c) EPA, OSHA, DOT, and TDH rules and regulations
- d) Contract issued by the Owner
- e) Wage rates (Federal and State)

37

200.11 The Contractor supervisor and his foreman must have at a minimum attended an accredited Asbestos Abatement School course of study comprising not less than thirty-two (32) hours of asbestos training, and obtained an asbestos abatement contractor's license from the TDH. All workers must meet the accreditation requirements of the State of Texas as outlined in Texas regulations, and have obtained an asbestos worker's license.

200.12 The Contractor shall comply with all notification requirements – specified in:

Texas Civil Statutes, Article 4477-3a, providing the Texas Board of Health with the authority to administer licensing and registration for all asbestos abatement activities. For all public or public access buildings, notice will be given not less than ten (10) working days (Monday through Friday), before such activities are to commence, and in the manner required by the department.

EPA NESHAP Rules (40 CFR §61.156) require a minimum ten (10) day notification involving any demolition or removal of asbestos, if the project involves more than 160 feet² or 260 linear feet of asbestos-containing material. The Texas Department of Health is the duly appointed agent for this notification.

The Contractor shall submit to Texas Consulting Services, LLC. Satisfactory proof that required permits (State and local), transportation of asbestos-containing waste, as well as disposal site location have been made. Owner may visit and inspect disposal site before contract is signed if deemed necessary by the Owner.

200.13 The work area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractors employees, employees of the Subcontractors, Owner employees and representatives, Federal, State and Local inspectors and any other appropriate individuals. The Contractor shall designate his certified project supervisor as the only person, other than

Tommy Strong

200.14	<p>representatives of Texas Consulting Services, LLC., and the Owner, who can allow or deny the entrance of all other persons into the work area. Texas Department of Health employees' are the only exception to this restriction.</p>
	<p>Emergency planning shall be developed by the Contractor prior to abatement initiation</p>
	<p>Emergency planning shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces and heat-related injury. Written procedures shall be developed and employee training in procedures shall be provided.</p>
	<p>Employees shall be trained in evacuation procedures in the event of workplace emergencies.</p>
200.14.1	<p>For non life-threatening situations, employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the work place to obtain proper medical treatment.</p>
200.14.2	<p>For life-threatening injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.</p>
	38
	<p>Exits inside critical areas and containment's will have highly visible exits signs placed as necessary to insure rapid exit during a controlled emergency egress, and shall be written in Spanish and English. Exit arrows in a fluorescent paint are to indicate the exit direction, and shall have exit written above the arrows in English and below the arrows in Spanish.</p>
	<p>Contractor shall maintain a minimum of two fire extinguishers and an OSHA-approved first aid kit at the work site. In addition, contractor is required to have on site one fire extinguisher for each 1,000 feet² of containment area as required by the Texas Asbestos Health Protection Rules.</p>
	<p>Telephone numbers of all emergency response agencies shall be prominently posted in the clean change area and equipment room, along with the location of the nearest telephone. Contractor will be required to have on-site a functional telephone, either land-based or cellular.</p>
	<p>The Owner shall provide Contractor with emergency procedures for whom to notify in case of worker injury.</p>
	<p>As required by the Consultant, the contractor must submit special reports within one day of an occurrence requiring such a special report, with one copy retained for the final Document, and copies to others affected by the occurrence.</p>
	<p>The reporting of unusual events (occurrence), as previously mentioned, shall occur when an event of an unusual and significant nature occurs at the project site (examples: failure of exhaust ventilation system, rupture of temporary enclosure, accidents involving injury to workers, etc.). Contractor shall prepare and submit a special report, or daily log sheet, listing chain of events, persons</p>



affected and participating in, response by contractor personnel, evaluation of results or effects, and similar pertinent information.

When such events are known or predictable in advance, the contractor is to advise the Consultant Representative in advance, or at the earliest possible time.

The reporting of Significant Accidents shall be recorded and documented by data taken at the site, or anywhere else that work is in progress. For this purpose, a Significant Accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of property loss or personal injury.

200.15 There shall be a pre-construction meeting at a mutually agreed time and place. Attending this meeting will be representatives of the Owner, and Contractor. The Contractor and his Certified Project Supervisor assigned to this project must attend. The owner may elect to forego this meeting.

The Contractor shall provide to Texas Consulting Services, LLC. all documents specified to be furnished prior to the beginning of job site work. No pre-start meeting will be held unless all documents are first received. No job site work shall start unless all pre-start meeting items are satisfactory to the Owner. Pre-start meeting may be waived by the Consultant.

39

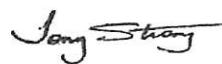
At the pre-start meeting, the Contractor shall provide written detailed information as follows:

200.15.1 A list of employees (with their social security number) who will participate in the project, including State of Texas Worker or Supervisor TDH Licensure, most recent refresher training course, current medical surveillance report, qualitative fit test, executed notarized Certificates of Worker Release Forms, and assigned responsibilities of each employee during the project.

200.15.2 Work plans required by the Consultant. Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan, the location and layout of decontamination areas; the sequencing of asbestos work; the interface of trades involved in the performance of work; work schedule including work shift time, number of employees, date of start and completion including dates of preparatory work, removal and final clearance dates; methods to be used to assure the safety of building occupants and visitors to the site; disposal plan including location of approved disposal site; and a detailed description of the methods to be employed to control pollution. Expand upon the use of portable HEPA ventilation system, closing out of the building's HVAC system, method of removal to prohibit visible emissions in the work area, and packaging of removed asbestos debris. Also set specific times and dates of load outs. The plan must be approved by the consultant prior to the commencement of work.

200.15.3 Contractor shall provide a daily report showing, by name and duty, each employee who worked on the removal/abatement project and who entered/left, and at what times the controlled containment area.

200.15.4 Preparation of work area and location of decontamination area.



200.15.5 Decontamination procedures for personnel, work area and equipment.

200.15.6 Abatement methods and procedures to be utilized.

200.15.7 Air monitoring procedures.

200.15.8 Procedures for handling and disposing of waste materials.

200.15.9 Procedures for final decontamination and cleanup.

200.15.10 Personal protective equipment including respiratory protection and protective clothing.

200.15.11 Procedures for dealing with heat stress and other emergencies.

200.15.12 Electrical requirements for equipment and lighting to be used on the project.

200.16 Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination. Chemicals used at the jobsite are required to be stored in an area where they will be unlikely to reach their upper explosive thresholds. Damaged, deteriorating or previously used dirty materials as determined by Texas Consulting Services, LLC. shall not be used and shall be properly removed from the work site.

200.17 A meeting with the Contractor and representatives from the Owner will be held at least weekly to determine work progress and compliance with State, Federal and local requirements, these plans and specifications, and any other governing regulations.

200.18 Definitions:
Abatement: Procedures to control fiber release from asbestos-containing materials. Includes removal, encapsulation, enclosures, repair, demolition and renovation activities.
Accredited or Accreditation: when referring to a person or a laboratory means that such a person or laboratory has met the training, experience, and/or quality control requirements to perform work in accordance with AHERA.
AHERA: means the Asbestos Hazard Emergency Response Act of 1986 and rules and regulations enacted by EPA for its implementation.
AHERA Abatement Project Designer: means a person who develops plans and specifications for the abatement of asbestos. For the purposes of these rules, Abatement Project Designers will be considered to be a category of contractors.
AIHA: American Industrial Hygiene Association.
Airlock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways separated by a distance of at least three (3') feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination. Each curtain will be constructed, thereby preventing flow-through contamination. Each curtain will be constructed of at least 3 layers of polyethylene or polyvinylchloride a minimum of 6-mil thickness. The first sheet will be attached along the top of the doorway, and along one side of the doorway. Each subsequent layer of sheeting will be attached along one side of the doorway and along the opposite side as the previous layer. If not attached along the floor, each will be long enough to drape past the sill and onto the floor, preventing simultaneous opening of more than one doorway. It is not the intent of this equipment to provide an airtight seal, as makeup air will flow

from the outside of the decontamination chamber through the chambers to the inside by design.

Air Monitoring: The process of measuring fiber content of a known volume of air collected during a specific period of time. The procedure normally utilized for asbestos follows the NIOSH Standard Analytical Method for Asbestos in Air, Method 7400. For clearance air monitoring, Transmission Electron Microscopy (TEM) methods may be utilized for lower detectability and specific fiber identification.

Air Sampling Professional: The professional contracted or employed by the Building Owner to supervise an/or conduct on-site air monitoring. This individual may also retain a license to function as the Asbestos Project Manager, if qualified. Supervision of air sampling and evaluation of results should be performed by an individual who has completed an EPA approved NIOSH 582 course and has specialized experience in air sampling for asbestos. This individual shall not be affiliated in any way other than through this contract with the Contractor performing the abatement work.

Amended Water: Water to which a surfactant has been added.

Asbestos: The asbestiform varieties of serpentine (chrysotile) and amphibole (crocidolite, amosite, anthophyllite, actinolite, and tremolite).

41

Asbestos-Containing Material (ACM): Material composed of asbestos of any type and in an amount greater than 1% by weight, either alone or mixed with other fibrous or nonfibrous materials.

Asbestos-Containing Waste Material: Asbestos-containing material or asbestos contaminated objects requiring disposal.

Asbestos Project Manager: The person designated by the Consultant to manage all asbestos work.

Authorized Visitor: The Building Owner, inspecting architect, and any representative of a regulatory or other agency having jurisdiction over the project.

Building Owner: The Owner or his authorized representative. The Owner and Owner Representative for purposes of this project manual are to be considered synonymous.

Clean Room: An uncontaminated area or room, which is a part of the worker decontamination enclosure system with provisions for storage of worker's street clothes and clean protective equipment.

Commissioner: means the Texas Commissioner of Health.

Contractor: The individual and/or business with which the Building Owner contracts to perform the asbestos abatement.

Containment: Reference to the prepared work area, when full containment is utilized (as opposed to erecting only critical barriers).

Critical Barrier: A single layer of plastic sheeting over all doorways, windows, fixtures, or any other breaches in walls, floors, ceilings, HVAC vents and registers, etc. used to prevent contamination by asbestos fibers. Critical barriers will consist of securely fastened 6-mil poly sheet, and be installed prior to construction of containment.

Curtained Doorway: A device to allow entry and exit from one room to another while permitting minimal air movement between the rooms, typically constructed by placing three overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of the first and third sheets along one vertical side of the doorway and securing the vertical edge of the second sheet along the opposite vertical side of the doorway. Two of these, one on either side of a small room or a breezeway, constitute an airlock.

Tom Strong

Decontamination Enclosure System (Decon): A series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of workers and equipment. The three rooms are the worker decontamination enclosure (adjacent to the containment or critical area), the shower room, and the clean room. All entry and exit to/from the containment will take place through this system.

Demolition: The wrecking or taking out of any load-supporting structural member of a facility together with any handling operations.

Encapsulant: A liquid material which can be applied to asbestos-containing material, controlling the possible release of asbestos fibers from the material, either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

Encapsulation: The application of encapsulant.

Enclosure: The construction of an air-tight, impermeable barrier around the work area to control the release of asbestos fibers into the air.

EPA: US Environmental Protection Agency

Equipment Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment into or out of the work areas, typically consisting of a washroom and holding area, which is to have an air filtration machine installed in order to maintain negative pressure inside the containment area.

42

Equipment Room: A contaminated area or room, which is part of the worker decontamination enclosure system with provisions for storage of contaminated clothing and equipment.

Facility: Any institutional, commercial or industrial structure, installation or building.

Fixed Object: A piece of equipment or furniture in the work area, which cannot be removed from the work area.

Friable Asbestos Material: any material that contains asbestos of one percent (1%) or more by weight, that can be crumbled, pulverized or reduced to powder by applying hand pressure.

Glove bag Technique: A method with limited applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in a non-contained (plasticized) work area. The glove bag assembly is a manufactured or fabricated device consisting of a glove bag (typically constructed of 6-mil transparent polyethylene or polyvinylchloride plastic), two inward projecting long sleeves, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glove bag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all the asbestos fibers released during the process. All workers who are permitted to use the glove bag technique must be highly trained, experienced and skilled in this method.

HEPA Filter: HEPA means High Efficiency Particulate Absolute. A HEPA air filter is capable of removing airborne or waterborne particles greater than 0.3 microns in diameter with 99.97% efficiency.

HEPA Vacuum: A vacuum system equipped with HEPA filtration.

Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area is comprised of an airlock.

HVAC: Heating, Ventilation, and Air Conditioning system.

Load out: See Waste Transfer Airlock.

Tom Stang

Lockdown: Lockdown is the procedure of applying a protective coating or sealant to a surface from which asbestos-containing material has been removed. Its primary function is to control and minimize the amount of airborne asbestos fiber generation that might result from any residual asbestos-containing debris on the substrate. Though the substrate may appear to be clean, minuscule fibers may have become ledged in cracks or crevices that were inaccessible.

Moveable Object: A piece of equipment or furniture in the work area, which can be removed from the work area.

NESHAP: The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).

NIOSH: The National Institute for Occupational Safety and Health.

On-Site Day: Any day on which work is being done on an asbestos abatement project that would require the services of a licensed asbestos worker, including but not limited to site preparation, establishment of decontamination facilities, removal and encapsulation, lock-down, removal of preparation materials and asbestos waste. This includes non-working days between working days in the same work area.

OSHA: The Occupational Safety and Health Administration.

Plasticize: To cover floors, walls and ceilings (as required), with plastic sheeting in an approved manner.

Pressure Differential Ventilation System: A portable system equipped with HEPA filtration and capable of maintaining a constant low velocity air flow into contaminated areas from adjacent uncontaminated areas.

Removal: The stripping of any asbestos-containing materials from surfaces or components of a facility.

Renovation: Altering in any way, one or more facility components. Removal of load-supporting structural members is excluded from this definition.

Replacement: Replacing any material removed from systems with non-asbestos containing material, in the same manner as spray back.

Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold or warm running water controllable at the tap and suitably arranged for complete showering during decontamination.

Spray Back: Spray back is the process of replacing the asbestos-containing material that was originally removed with an effective substitute. This material should have architectural properties and capabilities adequate to meet specifications and requirements originally set for the space (i.e., acoustical insulation, fireproofing). Caution should be used when choosing a spray back material to ensure that other adverse problems will not result (i.e., potentially harmful vapors generated during application), and that the lockdown material is fully compatible with the spray back material.

Staging Area: The holding area or some area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

Structural Member: Any load-supporting member of a facility, such as beams and load-supporting walls or any non load-supporting walls or any non load-supporting member, such as ceilings and non load-supporting walls.

Surfactant: A chemical wetting agent (surface acting agent) added to water to improve penetration.

TDH: Texas Department of Health

Visible Emissions: Any emissions containing particulate materials that are visually detectable without the aid of instruments.

Waste Transfer Airlock (Load out): A decontamination system utilized for transferring containerized waste from inside to outside the work area.

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

Worker: Any employee of a contractor physically engaged in the abatement of asbestos or performing a task for the contractor in which direct contact with asbestos is likely.

Work Area: Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, plasticized, and equipped with a decontamination enclosure system. A non-contained work area is an isolated or controlled access work area, which has not be plasticized nor equipped with a decontamination enclosure system.

Worker Decontamination Enclosure: A decontamination system consisting of a clean room, a shower room, and an equipment room separated from each other and from the work area by airlocks and curtained doorways.

44

Section 300

Technical Requirements - Asbestos Abatement

RELATED DOCUMENTS:

This section covers General Requirements to be completed during the removal of asbestos-containing building materials. This section in conjunction with Sections 100 and 200 comprise the specifications required for completion of asbestos abatement within the structure(s) covered by these specifications. It is the intent of the Contract Documents to show all of the work necessary to complete the project.

All work is to be completed following these specifications and all applicable Federal, State, and local rules and regulations. Where a conflict exists between these specifications and/or applicable rules and regulations, the more stringent shall apply.

Section 300.1 Project Supervision

300.1.1 A representative of the Project Consultant or of the Odessa College shall provide administrative and supervisory assistance for coordination of work on this project.

The Project Consultant for this project is as follows:

Texas Consulting Services, LLC
Mr. Tony Strong, DSHS Consultant #10-5631
PO Box 9910
Midland, Texas 79708
Office: (432) 687-5455
Fax: (432) 687-5456

300.1.2 The Project Consultant shall decide the meaning and intent of any portion of the specifications, and of any plans or drawings where some may be found obscure or to be in dispute. All work shall be conducted and completed to the satisfaction of the Project Consultant. He shall decide all questions, which arise



as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and specifications, and suspension of work.

300.1.3 Provide and use personal respirator equipment (PPE). Respirators shall be provided that have been tested and approved by the National Institute of Occupational Safety and Health for use in asbestos contaminated atmospheres. If contractor anticipates that the airborne fiber concentration results, from personnel air monitoring based on an eight (8) hour Time Weighted Average, will be in excess of 0.5 fibers/cc, then work shall begin in Type "C", air supplied respirators and shall be of Grade "D" breathing air quality. Under no circumstances shall anything other than an oilless compressor be utilized. If airborne fiber concentrations are anticipated to be lower than 0.5 fibers/cc on personnel air monitoring based on 8-hour Time Weighted Average, then the initial respiratory protection shall be in accordance with the requirements set forth under title V – Personnel Protection Requirements, Paragraph E of this document. Occupational Safety and Health Administration's Asbestos Exposure in Public Buildings, §289.146c shall be in full effect and govern all work.

300.1.4 Spectacle kits and eyeglasses must be provided for employees who wear glasses and who must wear full-face piece respirators.

300.1.5 Full body disposable protective clothing, including head, body and foot coverings recommended by the EPA shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

300.1.6 Nonskid footwear shall be provided to all abatement workers and will be required to be worn during abatement activities. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

300.1.7 A sufficient supply of disposable mops, rags and sponges for work area decontamination shall be available.

300.1.8 A sufficient supply of scaffolds, ladders, lifts, and hand tools (e.g. scrapers, wire cutter, brushes, utility knives, wire saws, etc.) shall be provided as needed.

300.1.9 Sprayers with pumps, capable of providing Maximum of 400 pounds per square inch (psi) at the nozzle tip at a flow rate of one (1) gallon per minute for spraying amended water shall be provided and utilized if necessary. Under no circumstances shall pumps with greater pressure and flow capability be utilized, or be located at the jobsite.

300.1.10 Rubber dustpans and rubber squeegees shall be provided for cleanup. No brooms will be allowed at the site and no dry sweeping will be allowed.

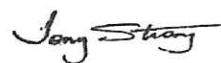
300.1.11 A sufficient supply of HEPA filtered vacuum systems shall be available during cleanup activities.

300.1.12 Hand tools equipped with HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports if there is any need to disturb asbestos-containing material. As an alternative, asbestos material may be partially removed following proper containment procedures prior to the installation of supports and enclosures.

45

Section 300.2 Gross Removal - Full Containment

300.2.1 Spray asbestos material with amended water, using an airless-type spray device. Saturate the material sufficiently so that the amended water penetrated the substrate without causing excess dripping. Spray the asbestos and mist the air continuously during the removal to maintain a wet condition and to minimize fiber release.



- 300.2.2 The contractor shall use techniques, methods, and equipment, which will not permit the fiber count during removal operations to exceed .1 fibers/cc on personnel samples during an 8-hour time weighted average.
- 300.2.3 Remove all visible material within the containment area such that all surfaces are clean of debris.
- 300.2.4 Collect the material that has been removed and place it into clear 6-mil asbestos bags correctly imprinted with warning labels required by applicable regulation. Each bag will be wet wiped, properly sealed, and removed from the immediate area to a holding area.
- 300.2.5 During load out: Clean the asbestos 6-mil bags with water or wet cleaning techniques in a room separate from the decontamination facility; immediately place into clean clear 6-mil marked bag and seal with as little free air space as possible, twist top of bag, gooseneck, and wrap securely with duct tape; pass bags out for disposal.
- 300.2.6 Contractor is required to clean up daily all asbestos material removed and to keep this material wet throughout the day until bagged.
- 300.2.7 Contractor will utilize a solvent for mastic removal (as required), which would not require the workers inside the containment to use a chemical vapor cartridge in addition to their HEPA filters.

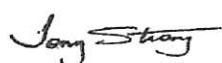
46

Section 300.3 Clean-up Procedures - Full Containment

- 300.3.1 Containerize and remove from the work area all visible accumulation of asbestos-containing material and asbestos contaminated debris while maintaining the material wet throughout the duration of the clean-up procedure. Use rubber or plastic tools to pick up or move accumulated waste.
- 300.3.2 Remove all containerize waste from the work area.
- 300.3.3 Decontaminate all tools and equipment and remove from containment area when they are no longer needed in the cleaning sequence.
- 300.3.4 Following complete removal of all asbestos containing materials, a visual inspection by Texas Consulting Services, LLC. , shall be conducted.
- 300.3.5 Following satisfactory test results of clearance air monitoring the containment is no longer considered contaminated and all materials, remaining barriers at doors, windows and other openings may be removed and properly disposed of, consistent with Item "D" above.

Section 300.4 Personnel Protection Requirements

- 300.4.1 Prior to commencement of abatement activities, all personnel who will be required to enter the work area or handle containerized asbestos materials must have received adequate training, and possess a valid license issued by the Texas Department of Health.
- 300.4.2 Special on-site training in use of equipment and procedures unique to each jobsite shall be performed as required.
- 300.4.3 Training in emergency response and evacuation procedures shall be provided.
- 300.4.4 Workers shall be provided with personally issued, individually identified (marked with waterproof designation) respirators and qualitatively fit-tested for each worker.
- 300.4.5 Respirators shall be provided that meet the latest mandatory requirements of the Texas Department of Health, OSHA, EPA, NIOSH, or this Project Manual. In addition to meeting the recommendations of current good practices of industrial hygiene, additional protection will be required to meet these specification requirements as follows:



Fiber Concentration/cc with HEPA filtration protection based on an 8-hour Time Weighted Average:

>0.01 to <0.1	Dual Cartridge Half Face APR with HEPA filtration
>0.1 to <0.5	Dual Cartridge Full Face or PAPR with HEPA filtration
>0.5	Pressure Demand with Backup Breathing Air

300.4.6 Backup breathing air must be self-contained emergency egress bottles.

300.4.7 Should personnel sample results exceed 0.5 fibers/cc in the work area, then Type "C" Pressure Demand respiratory protection shall be utilized. Should airborne fibers within the work area exceed 1.0 fibers/cc, then work must be discontinued until such a time as alternative measures are taken in the abatement process to reduce fiber concentrations to less than 1.0 fibers/cc.

300.4.8 Key points of the respirator program include proper selection of respirator type and size, training of personnel in the proper inspection, donning, use, cleaning and maintenance procedures for the respirator selected including their use limitations and a good fitting and fit testing program to provide proper protection.

300.4.9 Workers shall be given a qualitative fit test in accordance with procedures detailed in the OSHA standard (29 CFR 1926.58(h)) for all respirators to be used on this abatement project.

300.4.10 Documentation of adequate respirator fit testing is a Contractor responsibility.

300.4.11 The contractor will not permit anyone wearing a beard or showing face stubble to don a respirator or enter the work area.

300.4.12 Additional respirators must be available at the work site for authorized visitors who may be required to enter the work area. These respirators are to be sanitized and sealed.

300.4.13 Disposable clothing including head, foot, and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.

300.4.14 Hard hats, protective eyewear, gloves, rubber boots and/or specialized items shall be provided as needed or determined by Texas Consulting Services, LLC. for workers and authorized visitors.

47

Section 300.5 Waste Disposal Procedures

300.5.1 Disposal must occur at an authorized site in accordance with regulatory requirements of applicable Federal, State and Local guidelines and regulations, and as agreed to in advance, by the Owner. Application for disposal approval shall be made in writing to the EPA and any other required Federal, State or Local authorities and shall contain the following information:

300.2.1a The type of waste intended to be disposed of and the name of the premises at which it was generated.

300.2.1b The amount of waste designated for disposal, expressed either as cubic yards or containerized materials or lineal feet of individually wrapped materials.

300.2.1c The disposal site to which the waste is to be transported.

300.2.1d The time period over which the waste is expected to be transported to the disposal site.

300.2.1e The name of the waste generator and the person responsible for transporting the waste to the disposal site.

300.5.2 Copies shall be made of all dump receipts, trip tickets, transportation manifests or other documentation of disposal and such copies sent to the owner prior to final payment. Record keeping format shall utilize a chain of custody form,



which includes the names and addresses of the Generator (Building Owner), Contractor, and the Disposal Site Operator, as the responsibility for the material changes hands. If a separate hauler is employed, his name, address, telephone number and signature should also appear on the form.

300.5.3 Once drums, bags and wrapped components have been removed from the work area, they shall be loaded into an enclosed truck or transport vehicle for transportation. Truck enclosure shall have a solid bottom, top, sides, front and back. Enclosed asbestos material area shall be locked at all times and protected from vandalism.

300.5.4 The enclosed cargo area of the truck shall be free of debris and lined with 6-mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Tape all enclosure cracks prior to installation of plastic lining. Floor sheeting shall be installed first and extend 12 inches up the sidewalls. Wall sheeting shall be overlapped and taped into place, and ceiling sheeting is to be installed.

300.5.5 Drums shall be carefully placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structural components shall be secured to prevent shifting. Bags shall be placed (not thrown) to avoid damage.

300.5.6 Personnel loading asbestos-containing waste shall be protected by opaque disposable clothing including head, body and foot protection and at a minimum, half-face, air purifying, dual cartridge respirators equipped with high efficiency HEPA filters.

300.5.7 Any debris or residue observed on containers or surfaces outside of the work area resulting from cleanup or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet cleaning techniques as appropriate.

300.5.8 Large metal dumpsters are sometimes used for asbestos waste disposal. These shall have doors or tops that can be closed and locked to prevent vandalism or other disturbance of the bagged asbestos debris. Unbagged material shall not be placed in these containers. Bags shall be placed (not thrown) into these containers to avoid splitting.

300.5.9 Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos-containing waste.

300.5.10 Bags, drums, and components shall be inspected as they are off-loaded at the disposal site. Material in damaged containers shall be repacked in empty drums or bags as necessary. Local requirements may not allow disposal of waste in drums. Check with appropriate agency for alternative procedures.

300.5.11 Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers).

300.5.12 Personnel off-loading containers at the disposal site shall wear protective equipment consisting of disposable head, body, and foot protection and, at a minimum, half-face, air purifying, dual cartridge respirators equipped with high efficiency HEPA filters.

300.5.13 Following the removal of all containerized waste, the asbestos cargo area shall be decontaminated using HEPA vacuums and/or wet cleaning techniques to ensure that visible debris has been removed. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials and protective clothing, in asbestos labeled bags or drums at the disposal site.

300.5.14 If landfill personnel have not been provided with personnel protective equipment for the compaction operation by the landfill operator, Contractor shall supply protective clothing and respiratory protection for the duration of this operation.

300.5.15 Wastewater and other liquid waste that contains friable asbestos containing materials that result from an asbestos removal project, an asbestos encapsulation project or an asbestos related maintenance, dismantling or demolition operation may be disposed of by mixing them with solid waste materials and disposing of the mixture in accordance with the requirements of this regulation. Wastewater that cannot be handled in this manner shall be disposed of by one of the following methods.

300.5.15a All shower water waste shall be filtered down to the 1 micron range utilizing filtering mechanisms approved by the appropriate governing regulatory agency. All decontamination shower facilities shall have either a functioning hot water storage capacity of five gallons per on-site worker at 130° Fahrenheit, or a functioning in-line water heater capable of delivering a continuous supply of water at a temperature of 100° Fahrenheit.

300.5.15b Discharge of any other asbestos contaminated wastewater or liquid waste or the use of any other method for the disposal of contaminated liquid wastes shall only be at a location and in a manner specifically approved by the EPA and any other Federal, State or Local authorities in writing.

300.5.16 Asbestos-containing waste material shall be treated, packaged, labeled, transported, and disposed of in accordance with 29 CFR 1926.1101 (OSHA), 40 CFR 61.150 (EPA), and 49 CFR 107 et. al. (DOT).

49

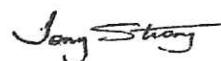
Section 300.6 Medical/Project Record Keeping

300.6.1 Contractor shall submit documentation from a physician that all employees or agents who may be exposed to airborne asbestos in excess of background levels have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required in OSHA 29 CFR 1926.58 (m). The Contractor must be aware of and provide information to the examining physician about unusual conditions in the work place environment (e.g. high temperatures, humidity, chemical contaminants) that may impact on the employee's ability to perform work activities.

Section 300.7 Air Monitoring - Full Containment

300.7.1 The Contractor shall provide personnel fiber counts utilizing NIOSH Method 7400 "A" counting rules. The person monitoring shall have an Air Monitoring Technicians License issued by the Texas Department of Health, with a current refresher-training certificate. In addition, the air monitoring technician is responsible for managing all monitoring, inspections, and testing required by the OSHA regulation 29 CFR 1926.58 October 1988 version, or a more recent version. This technician must be on-site during removal activities to calibrate airflow, check pump(s) for malfunction, and accurately record on/off times for sampling accuracy. This technician will be asked to provide technical data for approval by Texas Consulting Services, LLC.

300.7.2 Texas Consulting Services, LLC. will provide environmental samples during the length of the project and report daily results and progress. All air monitoring will be conducted in compliance with sampling requirements made by the Texas Department of Health, OSHA, and EPA, and will accommodate any changes required thereby. Air monitoring results provided by Texas Consulting



Services, LLC. will serve as a sole basis for any decision relating to abatement procedures and protocols.

Sampling will be full-shift for all samples and be collected as follows.

Background Monitoring

1. Background prevalent level air samples, collected on media for analysis by phase contrast microscopy, will be obtained from representative areas immediately prior to the start of the project start and may be analyzed.

300.7.3

Monitoring During Preparation of the Area for Abatement

1. Any result greater than 0.01 fibers/cc within the abatement area, will be considered excessive and the Contractor will be required to utilize personal protective equipment. A minimum of dual cartridge half mask and full body, disposable coverall including head and foot covering will be necessary.
2. Any result greater than background or 0.01 fibers/cc in adjacent areas will be considered excessive and a complete wipe down of the area will be required.

50

300.7.4

Contractor will:

300.7.4a Collect/analyze a minimum of 2 or twenty-five percent, whichever is greater, personnel air samples per shift if personnel protective equipment is required under paragraph 1, monitoring during preparation of the area for abatement. Consultant will provide this on-site service should the Contractor desire.

300.7.5

Texas Consulting Services, LLC. will:

300.7.5a Collect/analyze 1 sample for each 1,500 feet² of work area per shift (as required).

300.7.5b Collect/analyze air samples in adjacent outside areas per shift.

300.7.6

Required Monitoring During Abatement Activity:

1. Results within the abatement area will be consistent with the personal protection worn and in accordance with the Texas Department of Health requirements, OSHA, and this project manual.
2. Any result outside the abatement area shall not exceed 0.01 fibers/cc or background, whichever is greater. Results greater than 0.01 fibers/cc will require a complete wipe down of the area and retesting to demonstrate that control of the area has been re-established. All abatement work will stop until such a time as control of the adjacent area has been established as demonstrated by air monitoring.
3. Any result inside the containment area greater than .20 fibers/cc will require current activity to stop and to initiate a change in activity yielding lower fiber counts.

300.7.7

Required Clean-Up and Monitoring Upon Completion of Abatement Activity

300.7.7a Standard of cleaning for Final Clearance: Consider work areas and all other decontaminated and cleaned areas clean when:

Tom Stang

1. Surfaces are free from dust, dirt, residue, and debris from abatement operations or other activities subordinate to these operations.
2. Level of cleanliness has been approved by Project Manager.
3. Air testing performed by Project Manager indicates that the air in the work area is acceptable, as specified in this section.

300.7.7b Containment and enclosure clearance sequence.

1. Wet clean and HEPA-vacuum all surfaces in the work area.
2. Clean all equipment (excluding that which will be needed for further cleaning phases) used in the work areas and remove from work areas via the equipment decontamination enclosure system.
3. Replace all pre-filters in air filtration devices with clean filters. Clean all air filtration devices.
4. Notify Project Manager for observation to determine completeness of cleaning. Re-clean and continue to clean, at Contractor's expertise, areas with visible dust, dirt or debris.
5. Once Project Manager has accepted the area as clean, Project Manager will perform air testing using NIOSH 7400 Method. If airborne fiber concentrations are greater than 0.03 fibers/cc, a three hour waiting period and subsequent cleaning will be required. Project Manager will perform additional testing at Contractor's expense, and sequence will continue until airborne fiber concentrations of 0.03 fibers/cc or less are achieved. This pre-encapsulation air testing may be waived in the event that all work area air samples collected during final cleaning stages indicate airborne fiber concentrations of 0.03 fibers/cc or less.
6. Following the cleaning sequence, when the air fiber count is 0.03 fibers/cc or less, and prior to removing the first layer of plastic sheeting, apply one coat of sealant to all surfaces. Apply sealant as follows:
 - A) Misting, spraying, and pumping equipment, as recommended by the encapsulant material's manufacturer, shall be used.
 - B) Encapsulant shall be applied by procedures as recommended by the manufacturer's written instructions and shall be the one approved for this work.
7. After sealant is applied to all surfaces in the work area, allow a minimum two hour drying period. Additional drying time may be required.
8. Notify Project Manager for observation to determine completeness of cleaning.
9. PCM Final Clearance Testing as follows:
 - A) Project Manager will test for the final air clearance levels once the work area is observed by the Project Manager to be visually decontaminated. Final clearance air testing shall be performed using aggressive sampling techniques.
 - B) At least three (3) samples per work area will be collected and analyzed. The area will be considered clean if all samples indicate airborne fiber concentrations area 0.01 fibers/cc or ambient prevalent level, whichever is greater, calculated at the 95% upper confident level (UCL), or less.
 - C) Re-clean, and continue to clean at Contractor's expense, areas which do not comply with the specified final clearance level. Contractor shall

Tom Strong

- 10. bear the cost of all follow-up tests necessitated by the failure of the air tests to meet the specified final clearance level.
- 11. In the event that TEM final clearance testing is employed, the area will be considered clean if all samples indicate asbestos structure densities of 70 structures per square millimeter or less.
- 11. Upon notification from the Project Manager that final clearance samples indicate acceptable airborne levels, dismantle work area containment and thoroughly HEPA-vacuum and wet clean immediate areas.
- 12. Dispose of debris from removal operation, used cleaning materials, unsalvageable materials used for sturdy barriers, and any other remaining materials. Consider the materials to be contaminated, and dispose of accordingly.

All samples must meet specified clearance levels for the area being tested to be considered clean.

- 1. Final clearance air samples will be of at least 1250 liters of air, collected at a flow rate from 5 to 15 liters per minute.
- 2. Visual observations will be made by the Project Manager after final clean-up and de-mobilization to determine the presence of visible dust, dirt, debris and abatement refuse indicative of improper cleaning and decontamination procedures.
- 3. Contractor shall perform additional cleaning at no additional expense to Owner if, in the opinion of the Project Manager, based upon the final visual observation, previous clean-up operations were determined to be inadequate.

52

300.7.8 Contractor will:

300.7.8a Monitor at least 25% of all abatement personnel on a daily (full shift) basis. Rotate samples such that all workers area monitored periodically. Pumps should be worn by at least one worker removing and at least one worker bagging debris. TCS provides OSHA required monitoring for contractor at a rate of \$150 per day, per 5 man crew.

300.7.9 Texas Consulting Services, LLC. will:

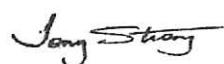
300.7.9a Collect/analyze area samples within the containment area during each shift.

300.7.9b Collect/analyze a sample in the exhaust of each pressure differential device air machine per shift.

300.7.9c Collect/analyze a sample within the clean room per shift.

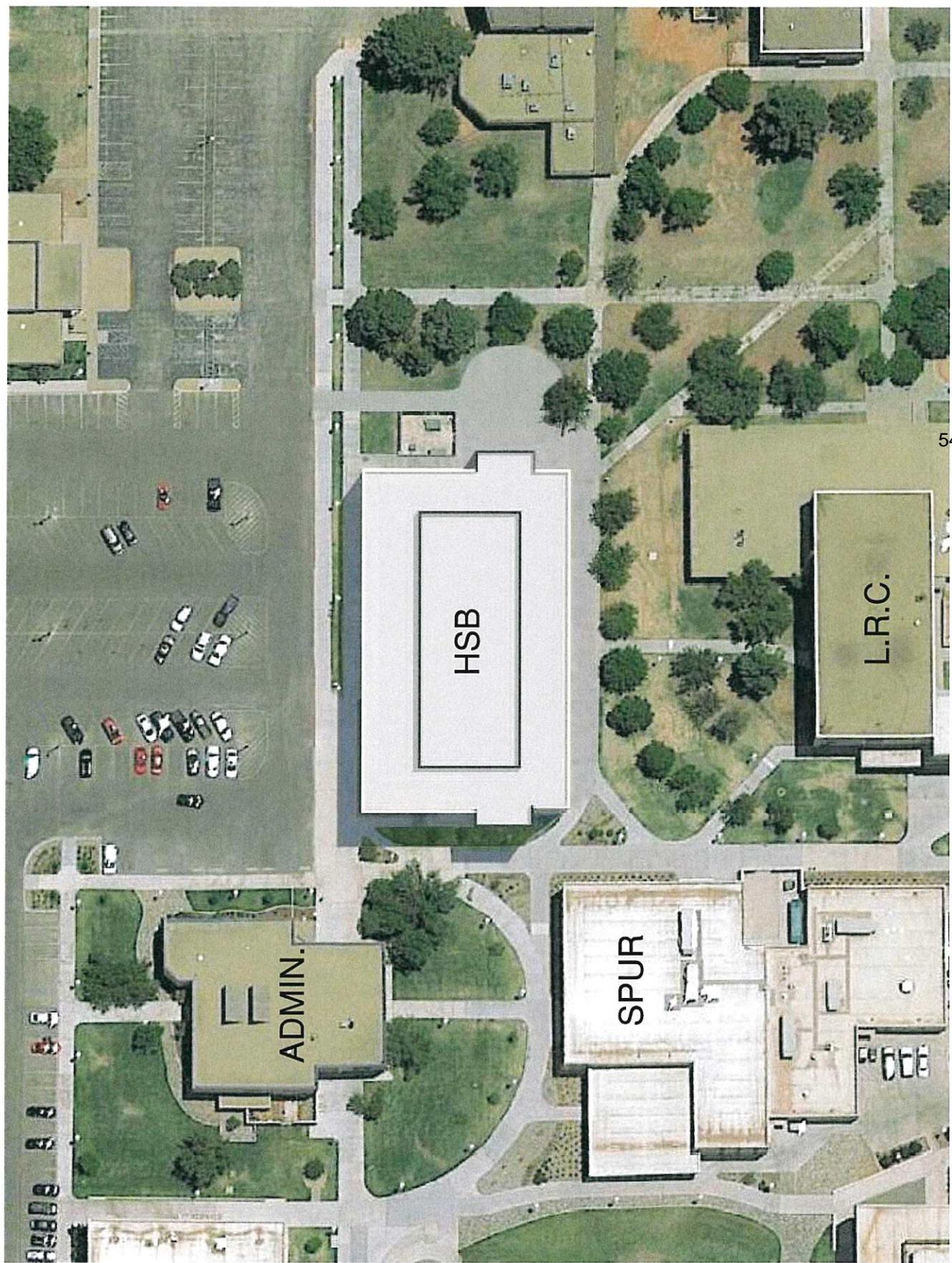
300.7.9d Collect/analyze 1 area sample in each adjacent area (outside each critical barrier) each shift.

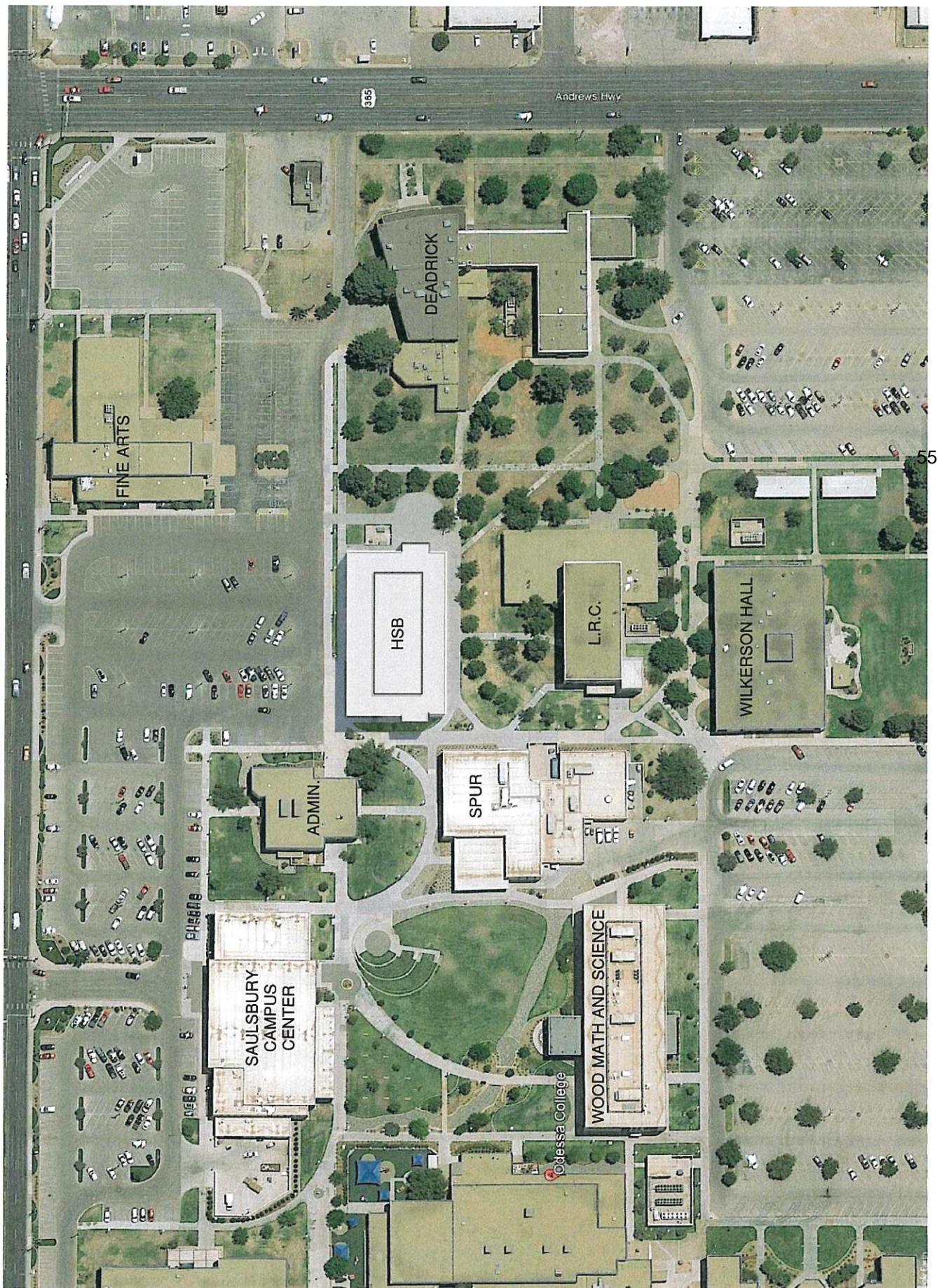
300.7.9e Collect/analyze 1 area sample outside the load out facility, per shift, while it is in use.



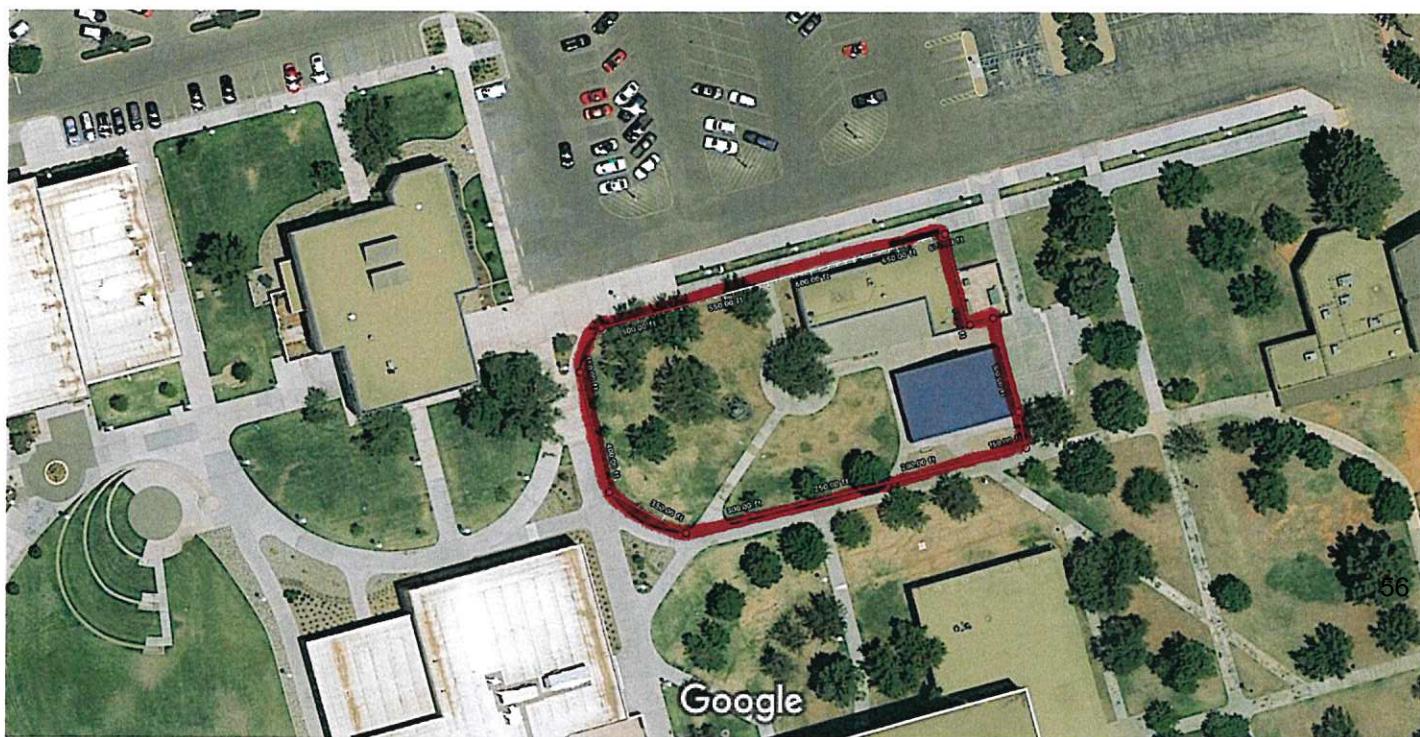
Section 400
Demolition Footprint

Tom Stoy

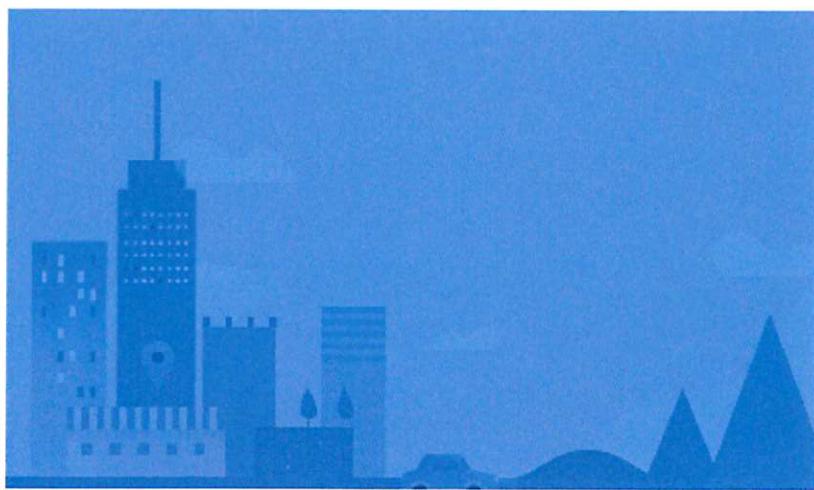




Google Maps 201 W University Blvd



Map data ©2021, Map data ©2021 20 ft



201 W University Blvd

Building



Directions



Save



Nearby



Send to your phone



Share



201 W University Blvd, Odessa, TX 79764

Measure distance

Total area: 27,121.57 ft² (2,519.68 m²)

Total distance: 677.81 ft (206.60 m)



REPORT TO PROPERTY COMMITTEE SUMMARY OF VENDOR PROPOSALS

BID/RFP NO: RFP-21-006
PROJECT DESC: Asbestos and Demolition for Travis Hall
ESTIMATED BUDGET: 65,000 to 70,000 Vision 2030 Funds
EST. TIMELINE OF WORK: 12-15 Days

SCOPE OF PROJECT: Abate and Demo Travis Hall. The College sent sealed Proposals to qualified vendors for the turnkey project. Seven invitations to bid were sent to: Vanco, Earth Movers, Total Demolition, Advanced Environmental, Miguel's Backhoe Services, Frontier Environmental, Tactical Demolition. Three Complete Bids were received.

<u>PROPOSALS:</u>	Base Bid
1. Vanco Midland, Texas	\$62,800
2. Frontier Hallettsville, Texas	\$82,400
3. Miguel's Backhoe Services	\$67,200

Odessa College has worked with Vanco on many projects and does consider their Proposal the best value.

ODESSA COLLEGE
BID TABULATION SUMMARY

BID NO: **RFP-21-006**

BID FOR: **Asbestos Removal and Demo Travis Hall**

BID DUE DATE: **6/15//2021**

VENDOR	Asbestos Abatement	Deomolition	Total Bid
VANCO	\$13,400.00	\$49,400.00	\$62,800.00
Frontier Development	\$8,400.00	\$74,000.00	\$82,400.00
Miguels Backhoe Service	\$17,500.00	\$49,700.00	\$67,200.00

Days to Complete
14 working days
12-15 working days
12-14 working days

REPORT TO PROPERTY COMMITTEE SUMMARY OF VENDOR PROPOSALS

BID/RFP NO: DIR PRICE QUOTES

BUDGET: CARES FUNDS

PROJECT DESC: Ransomware Software

SCOPE OF PROJECT: Odessa College desires to purchase Ransomware Software to ensure compliance with the regulations of TAC 202. Although, this is a DIR Contract and does not require competitive bids, we retrieved three price quotes to ensure the best value was obtained. The three DIR proposal prices are listed below.

<u>PROPOSALS:</u>	Base Bid
1. Carahsoft Reston, Virginia	\$85,493
2. SHI Government Solutions Austin, Texas	\$94,726
3. Solid Border San Antonio, Texas	\$86,116
Odessa College has evaluated the proposals and Carahsoft does meet all the required specifications and would provided the best value.	



RAPID7 AT CARAHSOFT

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | FIDELIS@CARAHSOFT.COM

carahsoft.

TO: Patrick Cannady
Director, Network and Phone Services
Odessa College
201 W. University
PO#1453095
Odessa, TX 79764 USA

FROM: Derek Stine
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: pcannady@odessa.edu

EMAIL: Derek.Stine@carahsoft.com

PHONE: (432) 335-6615 **FAX:** (432) 335-6667

PHONE: (571) 662-4754 **FAX:** (703) 871-8505

TERMS: Contract #: SW1056A
DIR Cooperative Contract #: DIR-TSO-4288
Expiration Date: February 22, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 28704773
QUOTE DATE: 05/27/2021
QUOTE EXPIRES: 06/26/2021
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$85,493.00

TOTAL QUOTE: \$85,493.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE	
1	IPLAT	Insight One Subscription - includes InsightVM, InsightIDR (specified asset count); Unlimited InsightAppsec and InsightConnect Monthly Data Limit: 2279GB Data Center Location: United States Data Retention Length: 365 Days Rapid7 LLC - IPLAT	\$57.59	\$36.38	OM	2350	\$85,493.00
2	PSIVMDEP5D	5 Day - Vulnerability Management Deployment Standard Package - Automated Scanning and Technical Reporting for Larger Environments - Scope defined in Service Brief Rapid7 LLC - PSIVMDEP5D	\$13,250.00	\$0.00	OM	1	\$0.00
SUBTOTAL:						\$85,493.00	

PLEASE SEND ALL ORDERS TO: OMTeam@carahsoft.com

TOTAL PRICE: \$85,493.00

TOTAL QUOTE: \$85,493.00

RAPID7 PRICE QUOTATION



RAPID7 AT CARAHSOFT

carahtsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | FIDELIS@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
----------	----------	-------------	------------	-------------	-----	----------------

PTERMS:

End User acknowledges and agrees that use of the products and/or services listed above are governed by the applicable terms and conditions available at <https://www.rapid7.com/legal/terms>. All orders are non-refundable and non-cancelable.

Rapid7 Terms & Conditions:

This order is non-refundable and non-cancellable. Expenses will be billed as incurred for project travel.

By signing below or issuing a purchase order referencing the Product Order Form number above, Customer acknowledges and agrees that use of the products and/or services listed herein are governed by the applicable terms and conditions available at <https://www.rapid7.com/legal/terms>. The terms of these agreements and this Product Order Form shall supersede the terms in any purchase order or non-Rapid7 executed document, whether written or verbal, and no terms included in any such purchase order or other non-Rapid7 executed document shall apply. Such purchase order is an administrative document only. Any discounts and/or future guaranteed rates in this quote are subject to the partner maintaining its Rapid7 Partner Level at the time the order is placed. By signing below, Customer agrees that Customer's internal business practices do not require a purchase order to issue payment for the products and/or services included above.

Negotiated Terms & Conditions:

Renews at 100% of purchase price. Subject to an increase of no more than 5% per year.

2/13 - Chris Johnson



Pricing Proposal
Quotation #: 20132198
Created On: 3/1/2021
Valid Until: 3/26/2021

Odessa College

Derek Nolan
201 W. UNIVERSITY
ODESSA, TX 79764
United States
Phone: 9153686425
Fax:
Email: dnolan@odessa.edu

Inside Account Manager

Michael Lipere
SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Phone: 800-527-6389 ext. 5071509
Fax: 512-732-0232
Email: Michael_Lipere@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 InsightVM Subscription - Includes up to three consoles Rapid7 - Part#: IVM Contract Name: IT Security Contract #: DIR-TSO-4291 Note: Software-ESD subscription is for 12 months	2350	\$14.20	\$33,370.00
2 InsightIDR Subscription Rapid7 - Part#: IDR Contract Name: IT Security Contract #: DIR-TSO-4291 Note: Software-ESD subscription is for 12 months	2350	\$21.40	\$50,290.00
3 2 Day - Vulnerability Management Deployment QuickStart Setup and Analytics Platform Overview Designed for InsightVM Clients Rapid7 - Part#: PSIVMDEPQS Contract Name: IT Security Contract #: DIR-TSO-4291 Note: Software-ESD	1	\$5,533.00	\$5,533.00
4 End User acknowledges and agrees that use of the products and/or services listed above are governed by the applicable terms and conditions Rapid7 - Part#: PTERMS Contract Name: IT Security Contract #: DIR-TSO-4291 Note: Software-ESD	1	\$0.00	\$0.00
5 InsightIDR Quickstart (1001 to 10,000 Assets) - Up to 16 Hours of Implementation Services Rapid7 - Part#: PSIDRDEP_MED Contract Name: IT Security Contract #: DIR-TSO-4291 Note: Software-ESD	1	\$5,533.00	\$5,533.00

Shipping \$0.00
Total \$94,726.00

Additional Comments

Rapid7 has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

solid border

Network Security Reseller

DATE 2/25/2021

QUOTE 57841-SB

CONTACT Erica Stinson
800.213.8175 x81 toll-free
512.535.1934 office
erica@solidborder.com

TO Odessa College
Patrick Cannady
201 W University Blvd.
Odessa, TX 79764
(432) 335-6615
pcannady@odessa.edu

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800.887.9974

RAPID7

PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	IVM	InsightVM Subscription - Includes up to three consoles	2,350	\$15.95	\$12.91	\$30,338.50
2	IDR	InsightIDR Subscription Monthly Data Limit: 2279GB Data Center Location: United States Data Retention Length: 90 Days	2,350	\$24.02	\$19.45	\$45,707.50
3	PSIVMDEPQS	2 Day - Vulnerability Management Deployment QuickStart - Setup and Analytics Platform Overview - Designed for InsightVM Clients	1	\$5,300.00	\$5,035.00	\$5,035.00
4	PSIDRDEP_MED	InsightIDR Quickstart (1001 to 10,000 Assets) - Up to 16 Hours of Implementation Services	1	\$5,300.00	\$5,035.00	\$5,035.00



STATE CONTRACT DIR-TSO-4095
Include this contract number on all Purchase Orders

SHIPPING	INCLUDED
SUBTOTAL	\$86,116.00
SALES TAX (8.25%)	\$0.00
TOTAL	\$86,116.00

QUOTE EXPIRES 3/25/2021

PAYMENT TERMS 30 days

Credit cards not accepted

EMPLOYER ID # EIN # 33-1009121

REMIT TO SOLID BORDER, INC

1806 TURNMILL ST

SAN ANTONIO, TX 78248



SOLIDBORDER.COM

PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD



Network Security Reseller

DATE 2/25/2021

QUOTE 57840-SB

CONTACT Erica Stinson
800.213.8175 x81 toll-free
512.535.1934 office
erica@solidborder.com

TO Odessa College
Patrick Cannady
201 W University Blvd.
Odessa, TX 79764
(432) 335-6615
pcannady@odessa.edu

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800.887.9974



PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	IPLAT	Insight One Subscription - includes InsightVM, InsightIDR (specified asset count); Unlimited InsightAppsec and InsightConnect. Monthly Data Limit: 2279GB Data Center Location: United States Data Retention Length: 365 Days	2,350	\$57.59	\$46.64	\$109,604.00



STATE CONTRACT DIR-TSO-4095
Include this contract number on all Purchase Orders

SHIPPING	INCLUDED
SUBTOTAL	\$109,604.00
SALES TAX (8.25%)	\$0.00
TOTAL	\$109,604.00

QUOTE EXPIRES 3/25/2021
PAYMENT TERMS 30 days
Credit cards not accepted
EMPLOYER ID # EIN # 33-1009121
REMIT TO SOLID BORDER, INC
1806 TURNMILL ST
SAN ANTONIO, TX 78248



SOLIDBORDER.COM
PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of June in the year Two Thousand Twenty-One.

BETWEEN the Architect's client identified as the Owner:

Odessa College
201 W. University
Odessa, TX 79764

and the Architect:

JSA Architect, Inc.
415 N. Jackson Ave.
Odessa, TX 79761

for the following Project:

Health Sciences Building
Odessa College
201 W. University
Odessa, Texas 79764

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

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 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.

§ 1.1.1 The Owner's program for the Project:

The Project is a new Health Sciences Building located on the main campus between the Administration Building and Deadrick Auditorium. The proposed building is 4 stories and approximately 82,000 SF. It will house Simulation Medical Labs, a Community Room, Lecture Hall, Classrooms and various other functions.

§ 1.1.2 The Project's physical characteristics:

Projects physical characteristics are based on a Conceptual Design completed in Fall of 2020.

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

\$35,000,000

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

.1 Design phase milestone dates, if any:

December, 2021

.2 Construction commencement date:

February, 2022

.3 Substantial Completion date or dates:

Not yet Determined

.4 Other milestone dates:

Not yet Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Competitive Sealed Proposals

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

No sustainable objectives are defined for the project.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 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:

Ken Zartner - Vice President of Administrative Services

§ 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:

§ 1.1.9 The Owner shall retain the following consultants and contractors:

.1 Geotechnical Engineer:

Newton Engineering

.2 Surveyor:

Newton Engineering

.3 Other, if any:

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Cruz Castillo III, AIA – Principal in Charge
Jay Bradford, AIA – Lead Architect

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Frank W. Neal Associates

.2 Mechanical Engineer:

Agnew Associates

.3 Electrical Engineer:

Agnew Associates

.4 Civil Engineer / Landscape Architect:

Netwon Engineering

§ 1.1.11.2 Consultants retained under Supplemental Services:

None identified

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

§ 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, 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. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

§ 2.5 The Architect shall maintain the following insurance 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 \$1,000,000 (\$ One Million) for each occurrence and \$2,000,000 (\$ Two Million) 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 \$1,000,000 (\$ \$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 Professional Liability

In addition to the other insurance required by statute or this Agreement, the Architect shall, at no additional cost to the Owner, provide professional liability insurance, issued by an insurance carrier licensed to provide such coverage in the State of Texas, to compensate the Owner for damages arising out of negligent acts, errors, and omissions by the

Architect, his firm, his employees, and his Consultants, and arising out of this Agreement. The Owner shall be provided a certificate of that insurance policy, which shall provide a coverage amount not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) aggregate. Upon execution of this Agreement, and at every date for renewal of that policy, the Architect shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Texas. Provision of a valid Certificate of Insurance that meets the requirements of this Agreement is a condition precedent to the payment of any amounts due the Architect by the Owner. This policy shall remain in effect at least through any warranty period covering the Project but in no case for less than twelve (12) months after the date of issuance of the final Certificate for Payment by the Architect.

§ 2.5.6 The Architect shall maintain all forms of insurance required by law in the State of Texas, including insurance coverage for comprehensive general liability, automobile liability, workers' compensation, which carrier shall be licensed to provide such coverage in the State of Texas in forms and amounts not less than as required by law. The Architect shall use its best professional efforts to require that any and all Consultants engaged or employed by the Architect carry and maintain similar insurance. The Architect and his Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance on full current force and effect of such coverage shall be a condition precedent to the Owner's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation or nonrenewal of the policies."

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part 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 civil, 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

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

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

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

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and 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 the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 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.

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

§ 3.5 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, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 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 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.

§ 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.

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

ARTICLE 4 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.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	95% Completed under separate agreement
§ 4.1.1.2 Multiple preliminary designs	Completed under separate agreement
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Provided by Architect under Basic Services
§ 4.1.1.9 Landscape design	Provided by Architect under Basic Services
§ 4.1.1.10 Architectural interior design	Provided by Architect under Basic Services
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	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	Provided by Architect under Basic Services
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Architect

§ 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.

§ 4.1.2.1.1 Furniture, furnishings, and equipment design will be provided by the Architect if requested by the Owner. If requested, the Architect will submit a proposal for these services which is to be approved by the Owner prior to commencing services.

§ 4.1.2.1.2 Other Supplemental Services will be provided by the Architect if requested by the Owner. If requested, the Architect will submit a proposal for these services which is to be approved by the Owner prior to commencing services.

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

Telecommunications / data design and Security evaluation and planning are to be provided by the Owner through the Owner's I.T. Department.

§ 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, 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.

§ 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 3 (Three) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 192 (One Hundred-ninety-two) visits to the site by the Architect during construction
- .3 2 (Two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 2 (Two) inspections for any portion of the Work to determine final completion.

§ 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 thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 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, 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.

§ 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.

§ 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 the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed 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 Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. 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 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 the Architect's services for modifying the Construction Documents 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 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.

§ 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:

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other:

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:

.1 Termination Fee:

None

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

None

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

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

§ 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.

ARTICLE 11 COMPENSATION

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

.1

Percentage Basis

Seven and five tenths (7.5) % of the Cost of the Work, as calculated in accordance with Section 11.6.

§ 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:

Compensation for Supplemental Services will be proposed at the time the Services are required. All Compensation for Supplemental Services will be approved by the Owner prior to services being rendered.

§ 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:

Standard JSA Hourly Rate Fee Schedule or an agreed to fixed fee.

§ 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 %) of the consultant's invoice.

§ 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:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Thirty	percent (30	%)
Construction Documents Phase	Thirty	percent (30	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.5.1 Previously invoiced fees for Conceptual Design and Programming completed under a separate aggrement will be deducted from Basic Compensation under the Schematic Design Phase. Total deduction will be \$55,000.

§ 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.

Standard JSA Architects, Inc. 2021 Hourly Rate Fee Schedule, dated January 1, 2021

Standard Agnew & Associates 2021 Hourly Rate Fee Schedule

Standard Frank W. Neal Associates 2021 Hourly Rate Fee Schedule

Newton Engineering 2021 Hourly Rate Fee Schedule

Standard Hourly Rate Fees may increase up to 5% at the first of each calendar year, after January 1, 2022.

These Hourly Rate Fee increases shall be agreed to by Owner prior to any professional services being rendered under such rates.

§ 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 normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

§ 11.10 Payments to the Architect

§ 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 Sixty (60) 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.

Six (6) percent per annum

§ 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:

§ 12.1 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, employees, and subconsultants, and any of them to the Client (Owner) and anyone claiming by, through or under the Client, for any and all claims or damages of any nature whatsoever arising out of the Project or the Agreement from any cause, including but not limited to, negligence, professional errors or implied, or the Design Professional or the Design Professional's officers, directors, employees, or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of current insurance policy of Two Million Dollars (\$2,000,000).

§ 12.2 The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for the first occupancy later than January 26, 1993, that does not meet the Texas Accessibility Standards (State of Texas), will be subject to various and possibly contradictory interpretations. The Design Professional, therefore, will use his or her reasonable professional efforts to interpret applicable ADA and TAS requirements and other federal, state and local laws as they apply to warrant or guarantee that the Client's project will comply with interpretations of ADA or TAS requirements.

§ 12.3 Indemnity. Architect hereby agrees that it shall indemnify and defend OWNER, and hold OWNER harmless, against and from any and all claims, demands, causes of action, costs, including, without limitation attorney's fees and expenses, liabilities, losses, damages and injuries of any kind (including those related to any injury to property or to the injury or death of any person) that in any manner arise out of, or pertains to negligence, recklessness, or willful misconduct of the Architect or its officers, employees, subcontractors, consultants or agents in connection with this Agreement or the performance of the services hereunder. The obligations of the Architect set forth in this Paragraph shall survive termination of the Agreement with respect to services provided prior to termination or expiration of this Agreement. However, nothing above requires the Architect to pay for or be responsible in any manner to OWNER for intentional or negligent act of OWNER. OWNER shall indemnify and hold harmless Architect from and against all damages, claims and liability arising out of the negligent acts, errors, or omissions of the OWNER, its officers, agents, consultants, and employees, including all judgements, awards, losses, expenses, costs and attorney's fees

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.

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Cruz R. Castillo III, AIA
President, JSA Architects, Inc.

(Printed name and title)



Hourly Rate Fee Schedule

January 1, 2021

JSA Senior Principal Architect	\$195.00/hour
JSA Principal Architect	\$185.00/hour
Project Manager / Senior Architect	\$155.00/hour
Registered Architect	\$135.00/hour
Consulting Principal Engineer	\$120.00 to \$260.00/hour
Project Engineer	\$100.00 to \$200.00/hour
Engineer in Training	\$ 60.00 to \$140.00/hour
Architectural Intern / Associate	\$110.00/hour
Senior Technical Designer	\$105.00/hour
Project Administration	\$ 85.00/hour
Administrative	\$ 70.00/hour
Drafter	\$ 75.00/hour
Clerical	\$ 55.00/hour

Reimbursable Expenses as Approved by Owner

Reproduction and printing of Presentations and Documents
Special postage, shipping charges
Special Renderings, Sketch-up and Revit (3-D) models for presentations
Fees related to approval of Documents by authorities having jurisdiction over the Project
Out of town travel expenses as directed by Owner



**AGNEW ASSOCIATES, INC.
HOURLY RATE SCHEDULE**

January, 2021

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$180.00
Senior Licensed Engineer	\$160.00
Licensed Engineer	\$140.00
Engineer	\$115.00
Design Personnel	\$90.00
Inspector	\$65.00
Support Personnel	\$60.00

FRANK W. NEAL AND ASSOCIATES, INC.
CONSULTING ENGINEERS
EXTENSION OF TASK ORDER ANNUAL
CONTRACT FOR ENGINEERING SERVICES

Between the ENGINEER:

FRANK W. NEAL & ASSOCIATES, INC.
1015 W. Broadway
Fort Worth, TX 76104

and the CLIENT:

JSA Architects, Inc.
415 N. Jackson Ave
Odessa, Texas 79761

This Extension of Contract for Engineering Services ("Extension Contract") is entered into as of the 1st day of January in the year 2021, for the purposes of extending the contract known as Task Order Annual Contract ("Original Contract") by Frank W. Neal and Associates, Inc. (a corporation) hereinafter called the "Engineer" and JSA Architects, Inc. hereinafter called the "Client".

It is mutually understood and agreed by and between both parties to amend the previously executed Task Order Annual Contract as follows:

1. Both parties agree to extend the Original Contract for an additional period, which will begin January 1, 2018 and shall continue on a year-to-year basis unless either the Client or the Engineer provides written notice to the other party of the termination of this Contract
2. Article 8.2 Hourly Rate Schedule has been modified effective January 1, 2021 as follows:

91

Engineering		Production	
Principal Engineer I	\$210.00 Hour	CAD Project Manager	\$130.00 Hour
Principal Engineer II	\$185.00 Hour	CAD Technician I	\$115.00 Hour
Principal Engineer III	\$160.00 Hour	CAD Technician II	\$95.00 Hour
Project Engineer	\$145.00 Hour	CAD Technician III	\$75.00 Hour
Design Engineer I	\$120.00 Hour	CAD Technician IV	\$45.00 Hour
Design Engineer II	\$110.00 Hour		
Design Engineer III	\$100.00 Hour		
Intern Engineer	\$50.00 Hour		
Administration		Administration	
		Administrative I	\$100.00 Hour
		Administrative II	\$95.00 Hour
		Clerical	\$50.00 Hour

3. This Extension Agreement shall be deemed as part of the Original Contract. Any reference to the Original Contract in any other documents shall be construed as including this Extension Agreement.
4. Except as modified herein, all the terms and conditions of the Original Contract shall continue to be effective.

Client is responsible for verifying this Contract is in compliance with any other contracts pertaining to this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

CLIENT: JSA Architects, Inc.

By: 

Name: Jay Bradford

Title: Senior Principal

Date Signed: 1/1/2021

ENGINEER: Frank W. Neal & Associates, Inc.

By: 

Name: Kevin L. Goodman, P.E.

Title: Principal

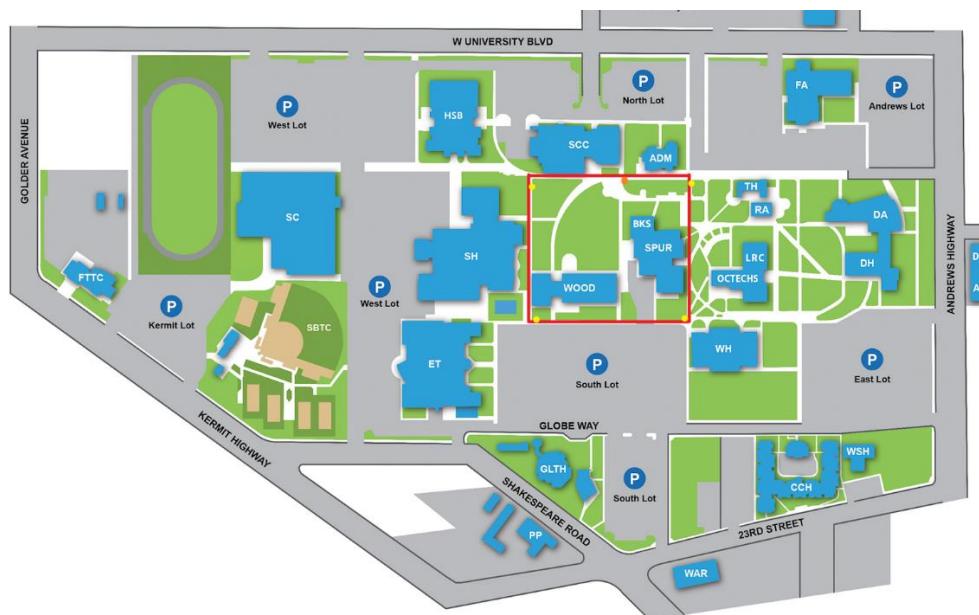
Date Signed: 12/21/2020

Odessa College has a history of providing fitness and wellness options and opportunities for our students, our employees and the community. The Sports Center serves 7,000 students and 2,000 community members annually. The outdoor track is a popular venue for local sports organizations, families and fitness enthusiasts to walk, run, train and practice; and the college's annual 30 for 30 Fitness Challenge has encouraged participants world-wide to start the new school year strong – exercising for 30 minutes for 30 days in the month of September. 30 for 30 has served as the genesis for people wanting to start a new fitness routine and commit to a healthy lifestyle.

The college plans to incorporate community health, wellness and fitness into the new, strategic master plan, Vision 2030+. This plan includes campus walking trails, resurfacing the current track with an all-weather synthetic surface and installing artificial turf in the center of the outdoor track. The wellness component of Vision 2030+ will be launched in three phases:

Phase 1

Establish a one-third (1/3) mile walking loop in the heart of the Odessa College Campus including outdoor fitness stations. The loop meets ADA specifications, is accessible from both the north and south parking lots, and will provide a safe, well-lit walking trail for walkers.



Estimated Cost

Outdoor fitness equipment (4 stations)	\$8,156
Concrete pad for fitness equipment (4)	\$3,200
Signage (6 monuments)	\$6,000
Total	\$17,356

Phase 2

Resurfacing current track and installation of an artificial turf infield. The resurfaced track will be available to local sports organizations, families and fitness enthusiasts to walk, run, train and practice. These improvements will be integral in re-establishing a nationally competitive track and field program that will attract talented student-athletes from all over the world.

Estimated Cost

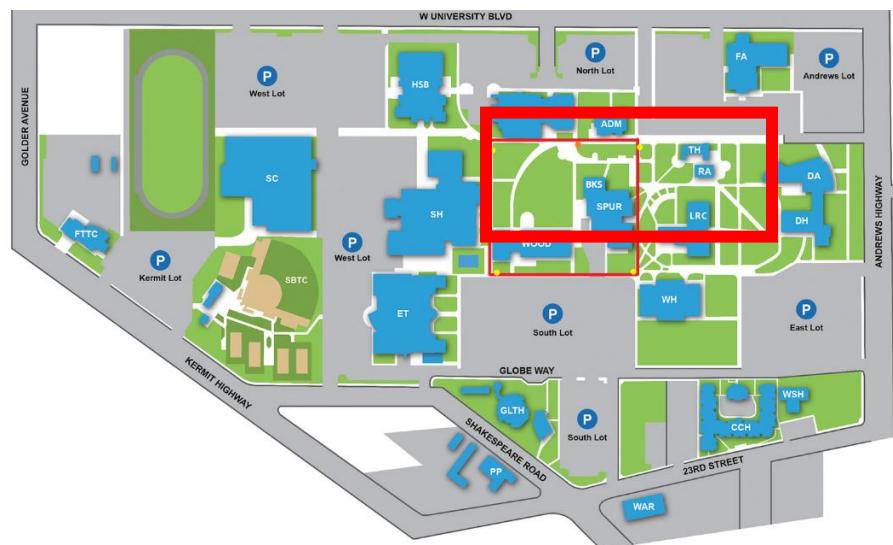
All-weather synthetic surface	\$1,500,000
Artificial turf infield	\$500,000
Outdoor fitness equipment (6 stations)	\$12,234
Concrete pads for fitness equipment (6)	\$6,000
Signage (4 monuments)	\$4,000
Total	\$2,022,234

Phase 3

Establish one-half (1/2) and (1) mile walking trails on the Odessa College Campus including outdoor fitness stations. The trails meet ADA specifications, are accessible from both the north and south parking lots, and will provide a safe, well-lit walking trail for walkers.

Estimated Cost

Outdoor fitness equipment (4 stations)	\$8,156
Concrete pad for fitness equipment ()	\$3,200
Signage (4 monuments)	\$4,000
Total	\$15,356



TAX ABATEMENT SCENARIO - Project CTV

	Base	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Cost Basis for Appraisal	\$ 880,000,000	\$ 880,000,000	\$ 880,000,000	\$ 880,000,000	\$ 880,000,000	\$ 880,000,000	\$ 880,000,000	\$ 880,000,000	\$ 880,000,000	\$ 880,000,000	\$ 880,000,000
Remaining book value (10 yr eff. life)		92%	84%	76%	67%	58%	49%	39%	30%	24%	20%
TOTAL APPRAISED VALUE	\$ -	\$ 809,600,000	\$ 739,200,000	\$ 668,800,000	\$ 589,600,000	\$ 510,400,000	\$ 431,200,000	\$ 343,200,000	\$ 264,000,000	\$ 211,200,000	\$ 176,000,000
M&O Constant Rate	0.1627										
Annual Revenue - No Abatement		\$ 1,317,389	\$ 1,202,834	\$ 1,088,278	\$ 959,403	\$ 830,528	\$ 701,653	\$ 558,458	\$ 429,583	\$ 343,667	\$ 286,389
											\$ 7,718,182
SCENARIO A:											
100% abatement 5 yrs, declining 10% each year for the next 5 years:											
OC Tax - No Abatement	\$ -	\$ 1,317,389	\$ 1,202,834	\$ 1,088,278	\$ 959,403	\$ 830,528	\$ 701,653	\$ 558,458	\$ 429,583	\$ 343,667	\$ 286,389
OC Abatement Percentage	100%	100%	100%	100%	100%	100%	90%	80%	70%	60%	50%
Net Annual Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,165	\$ 111,692	\$ 128,875	\$ 137,467	\$ 143,194	
Cumulative Revenue											\$ 591,393
Cumulative Abatement											\$ 7,126,789

Dr. Gregory D. Williams
President
Odessa College
201 W. University
Odessa, TX 79764

April 29, 2021

Re: Chapter 381 Economic Development Program Application for Project CTV

Dear Dr. Williams,

On behalf of our client, 1Point Five it is our pleasure to submit for your consideration the enclosed application for economic development incentives from Odessa College.

As the application suggests, 1PointFive and its joint venture (JV) partners are prepared to make a significant investment in Direct Air Capture (DAC) technology at one of several target sites in the U.S., to produce major volumes of carbon dioxide gas for use in Enhanced Oil Recovery operations (EOR) and potentially other industrial uses.

The proposed capital investment of approximately \$880MM would be complemented by an estimated 125 net new full-time jobs, including health, retirement, and other company benefits. Since our initial call to discuss Project CTV, we have made encouraging progress with the Ector County Independent School District and Texas Comptroller's Office in evaluating the approval of a Chapter 313 value limitation agreement, a critical component of locating the project at the proposed site in Ector County.

Project CTV is 1PointFive's exciting pledge to develop a promising DAC sector that aims to decarbonize traditional energy industry products, such as those produced by EOR operations. Given the significant construction and operating costs of bringing DAC technology to scale, the financial support of JV partners, investors, and state & local authorities is key to the project's success.

To that end, we sincerely appreciate your consideration of economic development incentives that could secure the selection of Ector County for Project CTV and enable a more sustainable future for the region.

If you have any questions or initial thoughts about the application, please do not hesitate to contact me directly at (512) 296-7342. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Schum".

Tony Schum
Director
Site Selection & Incentives Advisory

cc: Wesley Burnett, Director of Economic Development, Odessa Development Corporation

Project CTV
Ector County, Texas
Chapter 381 Economic Development Program Application

ECONOMIC DEVELOPMENT ECTOR COUNTY, TEXAS

Please submit the answers to the following questions and attach any additional pages as needed.

Business Name: 1PointFive P1, LLC

Address: 5 Greenway Plaza, Suite 110 Houston, Texas 77046

Mailing Address (if different than above): N/A

Telephone: (512) 671-5575 **Fax:** N/A

E-Mail: Michael.Lateur@duffandphelps.com

Contact Person: Michael Lateur, Managing Director, Specialty Tax, Duff & Phelps, LLC (consultant)

Project Description

Oxy Low Carbon Ventures, LLC (OLCV), a subsidiary of Occidental Petroleum Corporation (Oxy), a leading producer of traditional energy resources, recently formed 1PointFive to finance and deploy large-scale Direct Air Capture (DAC) technology licensed from Carbon Engineering, a clean energy company focused on the commercialization of DAC technology, which captures carbon dioxide directly from the atmosphere.

The purpose of 1PointFive will be to further OLCV's commitment to reducing the amount of carbon dioxide in the atmosphere by advancing and accelerating carbon capture, utilization, and storage (CCUS) technologies and projects around the world. The significance of the name 1PointFive is the company's mission to achieve climate stabilization and limit global warming to 1.5°C (of which DAC technology is a critical component). Oxy and OLCV will be providing significant financial, operational, and engineering resources to 1PointFive.

As the combined corporate entity for OLCV and its partners' proposed investment, 1PointFive is planning the development of a DAC facility that would produce industrial-grade carbon dioxide gas (CO₂) for its own use, as well as the use of other potential off-takers with similar commercial applications. The proposed DAC facility (the Project), will be built in or near one of several United States energy basins in which Oxy operates, within reasonable proximity to its existing enhanced oil recovery (EOR) operations, accessible pipeline infrastructure, as well as sufficient electric, natural gas, and water utilities.

Proposed Usage

The Project would be the first full-scale commercialization of Carbon Engineering's DAC technology anywhere in the world. The Project will combine the operational expertise of Oxy and OLCV, and the innovative technology of Carbon Engineering to capture and permanently remove carbon dioxide directly from the atmosphere. The high-quality CO₂ product manufactured by the DAC facility would be used by Oxy as industrial gas feedstock in their traditional energy production process, specifically through downhole injection at their existing enhanced oil recovery (EOR) sites, to permanently sequester high volumes of CO₂ in underground geological storage. Carbon Engineering's proprietary DAC technology is specifically designed to be deployed at a much larger scale than other DAC designs currently operating around the world and demonstrate a significant advantage over less cost-competitive DAC technology developers and facilities.

The proven DAC technology used by the Project would manufacture a continuous stream of high-quality CO₂ through the process of heating, treating, and compressing atmospheric air, using only carbon-free renewable electricity, natural gas, and water as system inputs. Using large fans to draw in ambient air, the system would use two principal chemical loops and industrial processing units to extract and purify the CO₂ components of the air input. The DAC system's two chemical loops are a caustic CO₂ capture loop and a solids CO₂ purification loop, operated by the carbon dioxide capture and caustic recovery equipment. The closed loop design effectively diminishes the need for material removal and make-up, as the products of each reaction become a reagent for another reaction within the DAC process. The major output streams of the DAC system are compressed CO₂ (for utilization) and CO₂-depleted air (discharged into the surrounding atmosphere).

There is currently no existing industrial-scale, commercialized deployment of Carbon Engineering's DAC technology anywhere in the world. Once constructed, 1PointFive's Project would become the world's largest DAC facility and carbon capture operation, which is expected to be capable of processing and permanently sequestering approximately 500 kilotons of atmospheric CO₂ per year. The Project would also represent the first significant application for the coupling of DAC technology and EOR operations in the United States. The pairing of DAC technology and CO₂ sequestration through EOR operations would be a significant environmental commitment for the energy industry, providing a pathway for reduced carbon emissions from traditional energy production and the realization of an economically viable model for significant anthropogenic CO₂ sequestration through EOR operations.

Private Expenditure Requirements

The estimated capital investment associated with this proposed project would exceed \$880MM and include four major manufacturing process components associated with the proposed DAC facility:

- Air Contactor
- Pellet Reactor
- Pellet Calciner
- Slaker/Hydrator

Additional Project components would include the following:

- Pellet Separator and Washing
- Pellet Dryer
- CO₂ Purifier and Compressor
- Cooling System
- Compressors
- Evaporators
- Pumps
- Electrical and Instrumentation Controls
- Piping
- Water Treatment Facility
- Operations, Maintenance, Measurement, and Monitoring Buildings

The construction of the plant would include site preparation and earthworks, installation of foundations and supports, fabrication of major equipment and transportation to site, integration of modules and interconnecting works (i.e. piping, electrical, controls), erection of buildings and support infrastructure, utility interconnections, commissioning and start-up, production ramp-up, and handover to operations.

Public Infrastructure Requirements

The proposed site is in close proximity to all required utilities but additional utility infrastructure needs are still being evaluated. Infrastructure improvements being contemplated could include the extension of an existing water pipeline, easements for road access, extensions to nearby natural gas and CO₂ pipelines, and potentially rail access improvements.

Projection of Increased Assessed Value

Please see the attached schedule, which estimates an anticipated increase in assessed value as a result of the Project.

Projection of Sales and Use Tax

At the current total state and local sales & use tax rate of 8.25%, it is estimated that the Project would generate nearly \$30MM in state and local revenue. Of the estimated \$30MM, approximately \$22MM would be allocated toward to the State (6.25%) and more than \$7MM would be allocated to the local level (2.0%).

Economic Development Assistance Required

In consideration of building a direct air capture facility, investing approximately \$880MM in design, engineering, construction and related costs, and creating approximately 125 new full-time jobs within the County, the company respectfully requests a ten-year, 100% rebate of County ad valorem property taxes. Given the relative nascentcy of the carbon capture & sequestration industry, high start-up costs of the plant, uncharted territory of operating a DAC plant at an industrial scale, and relatively high property tax liability associated with the proposed site in Ector County, 1PointFive must carefully consider target sites in each state and make its location decision based on projected short and long-term costs, such as construction and property tax.

Reducing the Project's property tax liability and other significant project costs to the maximum extent possible is critical to the final investment decision and ultimate success of the Project. Property tax is one of the highest annual operating expenses of large, capital-intensive facilities and would represent a significant ongoing liability throughout the life of the Project and any subsequent investment at the site. A Chapter 381 rebate of County property tax would be critical to reducing up-front operating costs, increasing return on investment, and maintaining the long-term economic viability of the Project.

Financial Capability and Resume of Developer

The proposed Project would be developed by 1PointFive, a subsidiary of OLCV and Oxy.

Oxy is an international energy major with a market capitalization of approximately \$25B and enterprise value of more than \$65B. The company is listed on the New York Stock Exchange under the ticker symbol "OXY" and is a leading oil producer in the Permian Basin, Denver-Julesburg Basin, and offshore Gulf of Mexico. Oxy has a highly successful track record in project development and leads the industry in on-time,

1PointFive P1, LLC
Ch. 381 Application
Odessa College
April 29, 2021

under-budget completion of complex projects. Oxy's recent experience with major energy projects includes the development of the Al Hosn Gas Plant and the 4CPE Geismar Plant.

OLCV is dedicated to advancing low-carbon technology solutions, projects and services that will grow Oxy's business, while reducing carbon emissions.

Carbon Engineering is a Canada-based clean energy company focused on the commercialization of Direct Air Capture technologies and holds a leading position in DAC technology with over \$100MM raised from investors.

The team managing the Project is led by corporate leaders from OLCV with proven experience and expertise in developing and implementing complex multi-billion dollar project development and construction projects. Any additional financial information necessary for evaluation is available upon request.

RESOLUTION AND ORDER OF ODESSA COLLEGE

STATE OF TEXAS §
COUNTY OF ECTOR §

WHEREAS, Tommy Clark served on the Odessa College District's Board of Trustees in Place 9; and

WHEREAS, on May 25, 2021, the Board of Trustees accepted Mr. Clark's resignation after many years of distinguished service to this Board and the community of Odessa, leaving a vacancy in Place 9; and

WHEREAS, pursuant to the provisions of the Texas Education Code governing single member districts, the Odessa College District Board of Trustees has chosen to fill the Place 9 vacancy by appointment by the remaining members of the Board; and

WHEREAS, the Board of Trustees has voted in open meeting to fill the Place 9 vacancy, and appoint a Trustee to serve for the unexpired term in Place 9;

THEREFORE, BE IT RESOLVED AND ORDAINED BY THE BOARD OF TRUSTEES OF ODESSA COLLEGE DISTRICT THAT LACI HARRIS is hereby appointed to the Odessa College District Board of Trustees, Place 9, to serve for the unexpired term.

PASSED, APPROVED, AND ADOPTED THIS 22nd day of June, 2021.

Odessa College

By:

Gary Johnson
President, Board of Trustees

ATTEST:

Trudy Lewis
Secretary, Board of Trustees