



Board
of
Governors' Meeting
June 18, 2015

AGENDA

FSU BOARD OF GOVERNORS' MEETING
JUNE 18, 2015, 9:00 A.M.
LOCATION: BOARD ROOM, FALCON CENTER
1201 LOCUST AVENUE, FAIRMONT, WV



- I. **CALL TO ORDER**
 - A. Roll Call
 - B. Public Comment
 - C. Approve Agenda*Action Item*
 - D. Approve 2015-2016 Meeting Dates.....*Tab 1 Action Item*
- II. **APPROVAL OF MINUTES OF MAY 14, 2015**.....*Tab 2 Action Item*
- III. **CHAIRMAN'S REPORT**
- IV. **PRESIDENT'S REPORT**
- V. **REPORTS AND PRESENTATIONS**
 - A. Foundation (Gary Bennett)
 - B. Construction Project Updates (Tom Tucker)
- VI. **CONSENT AGENDA**.....*Tab 3 Action Item*
 - A. Financial Reports (Month Ending 4/30/15)
 - B. Capital Projects Update FY 2015
- VII. **ACADEMIC AFFAIRS COMMITTEE** (John Myers, Chair)
- VIII. **ATHLETIC AFFAIRS COMMITTEE** (Frank Washenitz, Chair)
- IX. **ENROLLMENT/HOUSING-STUDENT LIFE COMMITTEE** (Dixie Yann, Chair)
- X. **FINANCE COMMITTEE** (Mark Pallotta, Chair)
 - A. FY 2015 and FY 2016 Capital Projects Modification.....*Tab 4 Action Item*
- XI. **STUDENT HOUSING COMMITTEE** (Aaron Hawkins, Chair)
 - A. Housing Project Update *Action Item*
- XII. **EXECUTIVE COMMITTEE** (Ron Tucker, Chair)
- XIII. **NOMINATING COMMITTEE** (John Myers, Chair)
 - A. Election of Board of Governors' Officers
(effective July 1, 2015, through June 30, 2016)
- XIV. **POSSIBLE EXECUTIVE SESSION** - Under the Authority of West Virginia Code §6-9A-4 to Discuss Personnel and Property Issues
 - A. Evaluation of the President
- XV. **ADJOURNMENT**

NEXT MEETING: AUGUST 20, 2015, 9:00 A.M.,
LOCATION: BOARD ROOM,
3RD FLOOR, FALCON CENTER, 1201 LOCUST AVENUE, FAIRMONT, WV

Tab 1

Fairmont State University		
	Meeting Time	Location
BOG Meeting Dates 2015 - 2016		
August 20, 2015	9:00 a.m.	Board Room, Falcon Center
October 15, 2015	9:00 a.m.	Gaston Caperton Center, Clarksburg, WV
December 10, 2015	9:00 a.m.	Board Room, Falcon Center
February 18, 2016	9:00 a.m.	Board Room, Falcon Center
April 14, 2016	9:00 a.m.	Board Room, Falcon Center
May 12, 2016 (Special Budget Meeting)	9:00 a.m.	Board Room, Falcon Center
June 16, 2016	9:00 a.m.	Board Room, Falcon Center
August 18, 2016	9:00 a.m.	Board Room, Falcon Center
October 20, 2016	9:00 a.m.	Gaston Caperton Center, Clarksburg, WV
December 8, 2016	9:00 a.m.	Board Room, Falcon Center

Tab 2



FAIRMONT STATE UNIVERSITY
BOARD OF GOVERNORS
MEETING MINUTES
MAY 14, 2015
BOARD ROOM, 3RD FLOOR FALCON CENTER
1201 LOCUST AVENUE, FAIRMONT, WV

I. CALL TO ORDER

A. Roll Call

Chairman Ron Tucker convened a meeting of the Fairmont State University (FSU) Board of Governors on May 14, 2015, beginning at approximately 9:00 a.m. in the Board Room, 3rd Floor Falcon Center, 1201 Locust Avenue, Fairmont, West Virginia.

At the request of Chairman Tucker, Judy Biafore conducted a roll call of the Board of Governors. Present for the meeting were board members Holly Fluharty, Aaron Hawkins, Kelly Humphreys, Bob Mild, John Myers, Mark Pallotta, Bryan Towns, Ron Tucker, and Dixie Yann. John Schirripa participated by conference call. Chris Courtney and Frank Washenitz were absent. Also in attendance were President Rose and President's Council members Christina Lavorata, Van Dempsey, Kaye Widney, Ann Booth, John Lympany, Rick Porto and Athletic Director, Tim McNeely.

B. Public Comment

John Myers reported no one signed up for public comment.

C. Approval of Agenda

Bryan Towns made a motion to approve the agenda. Aaron Hawkins seconded. The motion passed.

II. APPROVAL OF MINUTES OF APRIL 16, 2015

Dixie Yann made a motion to approve the minutes of April 16, 2015, and Bryan Towns seconded. The motion passed.

III. ACADEMIC AFFAIRS/ADMISSIONS COMMITTEE (John Myers, Chair)

John Myers made a motion to approve the following:

- A. Approval for the Addition of an Optional Concentration in Multicategorical Education to the Existing Elementary (K-6) Bachelor of Arts in Education Program

Aaron Hawkins seconded. The motion passed.

John Myers then made a motion to approve Item B below:

- B. Approval to Close the School of Education Online Learning Graduate Program

Aaron Hawkins seconded. The motion passed.

IV. CONSENT AGENDA

Aaron Hawkins moved to accept the following Consent Agenda:

- A. Financial Report (Periods Ending 2/28/15 and 3/31/15)
- B. Capital Projects Update FY 2015

Mark Pallotta seconded. The motion passed.

V. FINANCE COMMITTEE (Mark Pallotta, Chair)

Mark Pallotta, Chair of the Finance Committee, stated that the Finance Committee had met on May 4, 2015, and then he presented items A. – I. listed below for Board approval.

Dixie Yann made a motion to approve Item A. below:

- A. Approval of Cost Update for One Room School House.

Bob Mild seconded. The motion passed.

Bob Mild made a motion to approve Item B. below:

- B Approval of Athletic 20-Year Master Plan Update and 2016 Budget Approval Auxiliary Enterprise

Mark Pallotta seconded. The motion passed.

Aaron Hawkins made a motion to approve Item C. below:

- C. Approval of Facilities (Parking & Security) 20-Year Master Plan Update and 2016 Budget Approval (Auxiliary Enterprise)

John Myers seconded. The motion passed.

John Myers then made a motion to approve Item D. below:

- D. Approval of Falcon Center (Student Activity Center)
20-Year Master Plan Update and 2016 Budget
Approval (Auxiliary Enterprise)

Mark Pallotta seconded. The motion passed.

Bryan Towns made a motion to approve Item E. below:

- E. Approval of Infrastructure 20-Year Master Plan

Aaron Hawkins seconded. The motion passed.

Dixie Yann made a motion to approve Item F. below:

- F. Approval of E & G Budget Approval FY 2016

Bob Mild seconded. The motion passed.

Bryan Towns made a motion to approve Item G. below:

- G. Approval of FY 2016 Chargeback Agreement

Aaron Hawkins seconded. The motion passed.

Mark Pallotta made a motion to approve Item H. below:

- H. Approval of Tobacco Free Campus Policy

John Myers seconded. The motion passed.

The following item I. was provided for information only.

- I. EADA Reporting and Supplemental Data

VI. POSSIBLE EXECUTIVE SESSION

Dixie Yann made a motion to go into Executive Session “Under the Authority of West Virginia Code §6-9A-4” to discuss property issues.

Mark Pallotta seconded. The motion passed.

Bob Mild made a motion to reconvene in open session. Dixie Yann seconded. The motion passed.

There was no vote on any item discussed in Executive Session.

VII. ADJOURNMENT

Mark Pallotta made a motion to adjourn the meeting. Bryan Towns seconded. The motion passed.

Ron Tucker Date FSU Board of Governors’ Chairman

Dixie Yann Date FSU Board of Governors’ Secretary

Tab 3

**Fairmont State University
Board of Governors
Financial Report
for the period ending April 30, 2015**

Unrestricted Central Fund:

At the end of April, the Unrestricted Fund budget deficit condition increased by \$98 from \$-1,301,716 to \$-1,301,813. While budget adjustments were made in April, most of them resulted in a very small change to the overall budget.

At the end of April, tuition and fee revenue is at 92.21% of budget. Student Activity Support Revenue is at 95.08% of budget. Non-Operating Revenue is at 100.53% of budget. Total Operating Revenue is at 84.37% of budget. Operating Expenses is at 77.90% of budget and the actual condition at the end of April is a surplus of \$4,294,193.

Unrestricted Fund Manager Fund:

Note: At the April 4, 2015 meeting, the Finance Committee authorized adding a report showing additionally the budget, actual, and projected Net Assets of Fund Manager Funds that are under the supervision of the Academic Deans. With the approval of program fees and adding to prior approved course fees and on-line learning fees, these funds will grow to a budget in excess of \$2.4 million. Effective this report we are beginning to recognize/report this fund group separate from the Central Unrestricted Fund.

At the end of April the total revenue is at 90.60% of budget. Operating expenses is at 44.42% of budget. Actual condition is a surplus of \$688,720.

Auxiliary Fund:

The Auxiliary Fund budgeted transfer to reserve decreased by \$4,315 from \$1,500,770 to \$1,496,455 primarily due to PEIA benefit budget increase in the Athletic Fund, an increase in PEIA cost in the Housing Fund, and a decrease in PEIA costs in the Falcon Center Fund.

Operating Revenue is at 90.91% of budget. Operating Expense is at 79.12% of budget. The actual condition at the end of April is a surplus of \$2,092,471.

Restricted Fund:

New Grant Awards:

Mexico Outreach	\$3,000
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Existing grant awards:

ATLAS	\$16,478
First Lego League	<u>\$12,500</u>
TOTAL	\$28,978

Restricted revenue is at 80.99% of budget through the end of April. Non-operating revenue (Pell Grant) is at 74.44% of budget. Operating expenses is at 79.37% of budget. The actual condition at the end of April is a surplus condition of \$102,594.

Please find the attached financial reports for the month of April.

Fairmont State University
Actual vs Budget Statement of Revenues and Expenses
Current Unrestricted - Central E&G

As of April 30, 2015

		Approved Budget	Current Budget	YTD Actual	YTD Actual to Current Budget
OPERATING REVENUE					
	Tuition and Fees	23,336,797	22,166,414	20,439,234	92.21
	Student Activity Support Revenue	523,847	478,242	454,701	95.08
	Faculty Services Revenue	1,272,439	1,272,439	274,040	21.54
	Operating Costs Revenue	2,023,643	1,827,804	1,163,251	63.64
	Support Services Revenue	2,863,717	2,548,643	1,627,158	63.84
	Other Operating Revenues	225,293	225,293	101,775	45.17
	Total:	30,245,736	28,518,835	24,060,159	84.37
OPERATING EXPENSE					
	Salaries	24,182,136	24,075,445	17,861,080	74.19
	Benefits	5,874,558	6,005,554	4,333,059	72.15
	Student financial aid-scholarships	2,590,806	2,421,764	2,758,379	113.90
	Utilities	1,413,176	1,413,176	1,181,633	83.62
	Supplies and Other Services	6,556,455	6,335,245	5,983,365	94.45
	Equipment Expense	974,053	677,998	207,251	30.57
	Fees retained by the Commission	185,560	185,560	179,875	96.94
	Assessment for Faculty Services	1,107,466	1,053,034	306,857	29.14
	Assessment for Support Services	184,200	366,656	289,870	79.06
	Assessment for Student Activity Costs	375,898	355,634	338,518	95.19
	Assessment for Operating Costs	160,976	100,486	49,712	49.47
	Total:	43,605,283	42,990,552	33,489,600	77.90
OPERATING INCOME / (LOSS)		(13,359,548)	(14,471,717)	(9,429,441)	65.16
NONOPERATING REVENUE (EXPENSE)					
	State Appropriations	15,850,298	15,842,394	15,842,394	100.00
	Gifts	0	2,000	2,000	100.00
	Investment Income	25,245	25,245	7,028	27.84
	Assessment for E&G Capital & Debt Service Costs	(2,344,608)	(2,143,380)	(2,052,157)	95.74
	Total:	13,530,935	13,726,259	13,799,265	100.53
TRANSFERS & OTHER					
	Capital Expenditures	(163,219)	(259,338)	(20,395)	7.86
	Construction Expenditures	0	0	37,649	
	Transfers for Debt Service	(64,986)	(64,986)	(64,958)	99.96
	Transfers for Financial Aid Match	0	(81,239)	0	0.00
	Indirect Cost Recoveries	3,240	1,887	1,672	88.61
	Transfers - Other	(37,150)	(6,650)	(29,600)	445.11
	Total:	(262,115)	(410,325)	(75,631)	18.43
BUDGET BALANCE		(90,727)	(1,155,783)	4,294,193	
Add: Estimated Unfilled Position Savings:			962,158		
ADJUSTED BUDGET BALANCE			(193,625)		
* Add: PROJECTED UNRESTRICTED NET ASSETS - Beginning of Year		12,496,684	12,496,684		
Less: USE OF RESERVE		0	0		
Equals: PROJECTED UNRESTRICTED NET ASSETS - End of Year		<u>12,405,957</u>	<u>12,303,059</u>		

* Projected Unrestricted Net Assets - Beginning of Year is after adding back the projected OPEB liability at June 30, 2014 in the amount of \$7,938,885.

Unrestricted Net Asset Balance is 29.07% of the current budget total operating expense.

Fairmont State University
Actual vs Budget Statement of Revenues and Expenses
Current Unrestricted - Fund Manager

As of April 30, 2015

		Approved Budget	Current Budget	YTD Actual	YTD Actual to Current Budget
OPERATING REVENUE	Tuition and Fees	958,321	1,481,979	1,336,972	90.22
	Other Operating Revenues	114,448	142,597	134,851	94.57
	Total:	1,072,769	1,624,577	1,471,823	90.60
OPERATING EXPENSE	Salaries	395,151	567,429	311,043	54.82
	Benefits	28,822	46,925	30,457	64.91
	Student financial aid-scholarships	7,110	16,436	19,329	117.60
	Utilities	4,500	4,500	2,114	46.99
	Supplies and Other Services	650,421	999,219	393,668	39.40
	Equipment Expense	215,834	223,834	68,837	30.75
	Total:	1,301,837	1,858,342	825,447	44.42
OPERATING INCOME / (LOSS)		(229,068)	(233,765)	646,376	(276.51)
NONOPERATING REVENUE (EXPENSE)	Gifts	500	2,013	1,318	65.47
	Total:	500	2,013	1,318	65.47
TRANSFERS & OTHER	Capital Expenditures	0	0	(14,774)	
	Indirect Cost Recoveries	42,850	48,572	26,201	53.94
	Transfers - Other	37,150	37,150	29,600	79.68
	Total:	80,000	85,722	41,026	47.86
BUDGET BALANCE		(148,568)	(146,030)	688,720	
Add: Estimated Unfilled Position Savings:			40		
ADJUSTED BUDGET BALANCE			(145,990)		
Add: PROJECTED UNRESTRICTED NET ASSETS - Beginning of Year		872,259	872,259		
Less: USE OF RESERVE		0	0		
** Equals: PROJECTED UNRESTRICTED NET ASSETS - End of Year		<u>723,691</u>	<u>726,269</u>		

** Unrestricted Net Asset Balance is 46.94% of the current budget total operating expense.

Auxiliary
Actual vs Budget Statement of Revenues and Expenses
Board of Governors
As of April 30, 2015

		Approved Budget	Current Budget	YTD Actual	YTD Actual to Current Budget
OPERATING REVENUE	Auxiliary Enterprise Revenue	7,353,554	7,317,816	6,436,656	87.96
	Auxiliary Fees & Debt Service Support Revenue	5,534,213	5,174,764	4,923,602	95.15
	Other Operating Revenues	259,438	235,339	210,686	89.52
	Total:	13,147,205	12,727,919	11,570,944	90.91
OPERATING EXPENSE	Salaries	2,870,495	2,468,107	2,018,924	81.80
	Benefits	642,596	577,917	389,546	67.41
	Student financial aid-scholarships	579,914	627,914	378,985	60.36
	Utilities	765,305	829,568	702,210	84.65
	Supplies and Other Services	2,967,296	3,199,630	2,558,912	79.98
	Equipment Expense	87,509	111,801	134,669	120.45
	Total:	7,913,115	7,814,936	6,183,247	79.12
OPERATING INCOME / (LOSS)		5,234,091	4,912,983	5,387,698	109.66
NONOPERATING REVENUE (EXPENSE)	Gifts	0	9,318	9,982	107.13
	Interest on capital asset related debt	(141,279)	(141,279)	(87,642)	62.03
	Total:	(141,279)	(131,961)	(77,660)	58.85
TRANSFERS & OTHER	Capital Expenditures	(135,936)	(119,027)	(57,392)	48.22
	Transfers for Debt Service	(3,162,116)	(3,162,116)	(3,160,174)	99.94
	Transfers for Financial Aid Match	(3,425)	(3,425)	0	0.00
	Transfers - Other	766	0	0	
	Total:	(3,300,711)	(3,284,567)	(3,217,567)	97.96
BUDGET BALANCE - Projected Transfer to Reserves		1,792,101	1,496,455	2,092,471	
* Add: PROJECTED NET ASSETS - Beginning of Year		<u>9,780,324</u>	<u>9,780,324</u>		
Equals: PROJECTED NET ASSETS - End of Year		<u>11,572,425</u>	<u>11,276,779</u>		

* Projected Net Assets - Beginning of Year is after adding back the projected OPEB liability at June 30, 2014 in the amount of \$943,130

* Auxiliary Net Assets are required to support future repair and replacement costs. Planning activities are in progress to document a 20 year plan to support each auxiliary enterprise capital repair/replacement need.

FAIRMONT STATE UNIVERSITY
Actual vs Budget Statement of Revenues and Expenses
Current Restricted
As of April 30, 2015

		Approved Budget	Current Budget	YTD Actual	YTD Actual to Current Budget
OPERATING REVENUE					
	Federal Grants and Contracts	23,005,263	23,749,453	18,917,296	79.65
	State/Local Grants and Contracts	6,935,203	7,511,641	6,304,013	83.92
	Private Grants and Contracts	1,735,358	1,806,828	1,559,747	86.33
	Other Operating Revenue			1,581	
	Total:	31,675,824	33,067,921	26,782,636	80.99
OPERATING EXPENSE					
	Salaries	547,237	973,896	572,058	58.74
	Benefits	67,230	144,656	74,838	51.74
	Student financial aid - scholarships	40,219,650	40,230,785	32,834,232	81.61
	Utilities	0	0	0	0.00
	Supplies and Other Services	780,086	1,549,946	533,211	34.40
	Equipment Expense	68,593	146,132	150,159	102.76
	Total:	41,682,796	43,045,414	34,164,498	79.37
OPERATING INCOME / (LOSS)		(10,006,972)	(9,977,493)	(7,381,862)	73.99
NONOPERATING REVENUE (EXPENSE)					
	Federal Pell Grant Revenues	10,000,000	10,000,000	7,444,230	74.44
	Gifts	2,307	2,307	0	
	Investment Income	0	0	0	
	Total:	10,002,307	10,002,307	7,444,230	74.43
TRANSFERS & OTHER					
	Capital Expenditures	(17,403)	(8,402)	(13,501)	160.69
	Transfers for Fin Aid Match	84,663	84,663	84,664	100.00
	Indirect Cost Recoveries	(17,539)	(56,020)	(30,937)	55.22
	Transfers - Other				
	Total:	49,721	20,241	40,227	198.73
BUDGET BALANCE		45,056	45,056	102,594	
* Add: RESTRICTED NET ASSETS - Beginning of Year		466,822	466,822		
** Equals: PROJECTED RESTRICTED NET ASSETS - End of Year		<u>511,878</u>	<u>511,878</u>		

CAPITAL PROJECTS

FY 2015

Project	Project Budget	Encumbrances & Expenses	Available Project Budget	Project Updates
Academic Fund	\$ 159,312.93	\$ 97,665.13	\$ 61,647.80	Various Academic Projects throughout the year. Carry-over encumbrances from FY 14
Landscaping	\$ 100,000.00	\$ 87,067.80	\$ 12,932.20	Various Projects for FY 15
Small Projects	\$ 306,342.28	\$ 117,525.78	\$ 188,816.50	Various Projects for FY 15, Carry-over from FY 14
Aerospace Gutter Repairs	\$ 44,420.00	\$ 44,420.00	\$ -	Complete.
Aerospace HVAC Replacement	\$ 51,843.48	\$ 36,200.00	\$ 15,643.48	Complete.
Campus - ADA Restrooms	\$ 50,000.00	\$ 39,921.10	\$ 10,078.90	Working on Jaynes Hall Restroom
Caperton Boiler & Temperature Controls	\$ 400,000.00	\$ 400,000.00	\$ -	Complete.
Caperton Waterproofing	\$ 166,412.50	\$ 141,792.50	\$ 24,620.00	50% of building has been power washed. Began removing caulked joints. Began priming stone cornice.
Hazardous Waste Building	\$ 30,024.56	\$ 30,024.56	\$ -	Complete.
Infrastructure - Paving	\$ 332,662.26	\$ 248,062.88	\$ 84,599.38	Pre bid for three paving projects held 6/2/15. Bids due 6/10/15.
Infrastructure - Merchant Street Retaining Wall	\$ 375,041.74	\$ 375,041.74	\$ -	Complete.
Physical Plant Expansion	\$ 160,000.00	\$ -	\$ 160,000.00	On Hold
School House Museum Repairs	\$ 80,022.91	\$ 70,790.00	\$ 9,232.91	Budget includes \$6061 Foundation funding; Contract in process of being approved.

AUXILIARY CAPITAL PROJECTS

FY 2015

Project	Project Budget	Encumbrances & Expenses	Available Project Budget	Project Updates
Falcon Center - Miscellaneous Projects	\$ 6,365.40	\$ 3,014.71	\$ 3,350.69	Various Projects for Falcon Center
Falcon Center - Fitness Equipment	\$ 34,931.15	\$ 21,851.35	\$ 13,079.80	Various Projects for Falcon Center
Falcon Center - Pool Wall Repair	\$ 40,000.00	\$ -	\$ 40,000.00	Patch and paint drywall where delaminated.
Falcon Center - Furniture	\$ 65,481.00	\$ 47,085.31	\$ 18,395.69	Various Projects for Falcon Center
Feaster Center HVAC Pool Area	\$ 254,947.78	\$ 254,947.78	\$ -	Complete.
Feaster Center Natatorium Upgrades	\$ 752,500.00	\$ 752,500.00	\$ -	Complete.
Feaster Center Concrete Repair	\$ 81,033.68	\$ 81,033.68	\$ -	Complete.
Feaster Center Gym Floor & Bleacher Project	\$ 1,142,056.81	\$ 1,142,056.81	\$ -	Complete.
Feaster Center Athletics Hall of Fame	\$ 22,726.00	\$ 17,503.52	\$ 5,222.48	Complete.
Parking Garage Maintenance	\$ 50,055.00	\$ 9,250.00	\$ 40,805.00	Maintenance of lower level decks.
Residence Halls - Morrow Hall Pump Replacement	\$ 29,570.00	\$ 29,570.00	\$ -	Complete.
Residence Halls - College Park Replacement (Construction)	\$ 29,000,000.00	\$ 28,804,000.00	\$ 196,000.00	Working through unforeseen soil conditions with A&E.
Residence Halls - College Park Replacement (A&E Misc)	\$ 2,185,142.18	\$ 2,185,142.18	\$ -	
Housing - Temporary Parking	\$ 110,000.00	\$ 98,576.00	\$ 11,424.00	Complete.
Residence Halls - Morrow Hall Façade Repairs	\$ 24,500.00	\$ 24,500.00	\$ -	Complete.
Residence Halls - Miscellaneous Projects	\$ 59,000.00	\$ 52,740.76	\$ 6,259.24	Morrow Ceiling Tiles, Pence Blinds, & Morrow AC Units; Doors
Campus Police Vehicle	\$ 9,000.00	\$ 9,000.00	\$ -	2 Used Vehicles for Campus Police

Tab 4

**Fairmont State University
Board of Governors
June 18, 2015**

Item: FY 2015 and 2016 Capital Projects Modification

Committee: Committee of the Whole

Recommended Resolution: Resolved, that the Fairmont State University Board of Governors approves a modification to the \$3,890,000 in FY 2015 and 2016 Capital Project budgets consisting of \$3,200,000 from Education and General (E&G) Capital Funds and \$690,000 from infrastructure funds.

Staff Member: Rick Porto

Background: Since the approval of the February 19, 2015 FY 2015 and 2016 Capital Projects, the Physical Plant team found a state contract used by RESA for HVAC units that allows Higher Education to also buy from this contract. This locating of this contract allows for savings on the Education Building HVAC project of \$740,000 from \$1,200,000 down to \$488,580, see attached quote from Carrier.

Please see attached RESA contract and cost estimate to buy and install three HVAC units to replace equivalent units that exist on the Education building.

We request approval of this Education building HVAC project to be completed the summer of 2016. Note: The Carrier contract quotes are guaranteed through this period.

This significant savings allows us to plan for additional projects on the attached priority list; therefore, we are recommending adding to the 2015-2016 capital projects the following items:

- ✓ Colebank Hall HVAC replacements at a total cost of \$469,960 using the same RESA contract (see attached quote), to be completed the summer of 2016.
- ✓ Classroom improvement funding for \$100,000 for FY 2016.
- ✓ Small project funding for \$141,460 for FY 2016.

See attached cost of the above HVAC replacement projects.

**Fairmont State University
Colebank & Education RTU Replacements
Cost Breakdown**

Colebank 4 Units

Labor	\$ 102,148.00
Crane	\$ 79,800.00
Equipment	\$ 288,012.00
Total	\$ 469,960.00

Education 3 Units

Labor	\$ 57,950.00
Crane	\$ 43,810.00
Equipment	\$ 386,820.00
Total	\$ 488,580.00



Address 2 Mission Way
 Scott Depot, WV, 25560
 Phone (304) 741-2538
 Fax (860) 998-9933
 E-mail tim.ball@carrier.utc.com

Contact Name TOM TUCKER
 Account Name FAIRMONT STATE UNIVERSITY
 Phone (304) 367-4139
 Site Address 1201 LOCUST AVE
 FAIRMONT, WV, 265542451

Estimate Date 04/02/2015
 Quote Number 00139372

Job Description Education RTU Replacements

Scope of Work

Carrier will replace three RTU's at Education Bldg.
 Carrier will replace roof curbs, and reconnect all utilities
 Carrier will supply crane and remove equipment from site.
 Carrier will tie units in to CCN system and upload to Ivu
 This price includes startup and 1 year warranty from Carrier.
 Price is good until June of 2016.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

- Relocating roof drains or vents if required
- Structural support steel
- Engineering

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$488,580.00

Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Tim Ball

Carrier Commercial Service

 Title

 Customer Acceptance (signature)

 Date

 Purchase Order

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.
2. **EXTRAS** - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
5. **PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. **DELAYS** - In the event Carrier is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay and Carrier shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.
7. **WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.
THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **WORKING HOURS** - All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
9. **ADDITIONAL SERVICE** - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:
 - Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment. Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. LIMITATION OF LIABILITY - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.

15. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

16. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

17. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

18. CLAIMS - Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

19. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

20. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

21. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

22. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

23. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

24. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.



Address 2 Mission Way
 Scott Depot, WV, 25560
 Phone (304) 741-2538
 Fax (860) 998-9933
 E-mail tim.ball@carrier.utc.com

Contact Name TOM TUCKER
 Account Name FAIRMONT STATE UNIVERSITY
 Phone (304) 367-4139
 Site Address 1201 LOCUST AVE
 FAIRMONT, WV, 265542451

Estimate Date 04/16/2015
 Quote Number 00152503

Job Description Colebank RTU Replacements

Scope of Work

Carrier will replace 4 RTU's on Colebank
 Carrier will connect all utilities and supply crane
 Remove old equipment from jobsite unless customer would like to scrap
 Carrier will tie in Ivu control system from basement and put new equipment into operation.
 Pricing is based on Tips Resa Guidelines
 Price is good until June of 2016.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Work quoted for normal working hours

Does not include any roofing and do not foresee any roofing to be done.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$469,960.00

Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Tim Ball

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions file shall govern.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. **EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. **RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. **PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. **DELAYS-** Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. **WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. **CUSTOMER RESPONSIBILITIES (Service Contracts only) -** Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.

- Promptly address any issues that arise related to mold, fungi, mildew or bacterial
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS– Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement.

In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. WAIVER OF DAMAGES- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

15. LIMITATION OF LIABILITY- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.

16. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

17. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

18. CARRIER TERMINATION – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

19. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

20. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

21. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

22. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

23. SUPERSEDE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

24. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

25. FOR WORK BEING PERFORMED IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

TITLE 133
PROCEDURAL RULE
WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION

SERIES 30
PURCHASING

§133-30-1. GENERAL

- 1.1 Scope: This joint rule establishes rules and policies governing and controlling purchase, acquisition and inventory management of materials, supplies, equipment, services, construction, and printing, and disposal of obsolete and surplus materials, supplies, and equipment by the West Virginia Higher Education Policy Commission, created pursuant to West Virginia Code §18B-1B-1 and hereinafter referred to as the "Commission", the West Virginia Council for Community and Technical College Education, created pursuant to West Virginia Code §18B-2B-3 and hereinafter referred to as the "Council" and the institutional boards of governors, created pursuant to West Virginia Code §18B-2A-1 and hereinafter referred to as the "Governing Boards."
- 1.2 Authority: West Virginia Code §18B-5-4 through §18B-5-9.
- 1.3 Filing Date: December 21, 2004
- 1.4 Effective Date: January 21, 2005
- 1.5 Modification of Existing Rule: Title 133, Series 30, Procedural Rule of the West Virginia Higher Education Policy Commission dated August 1, 2002.

§133-30-2. DEFINITIONS

- 2.1 As used in this rule, all terms have the same meaning as provided in West Virginia Code §18B-1-2, and as follows:
 - 2.1.1 "Buyer" means an individual designated by a chief procurement officer to perform designated purchasing and acquisition functions as authorized by the chief procurement officer.
 - 2.1.2 "Chancellor for higher education" means the chief executive officer of the Commission employed pursuant to West Virginia Code §18B-1B-5.
 - 2.1.3 "Chancellor for community and technical college education" means the chief executive officer of the Council employed pursuant to West Virginia Code §18B-2B-3.

8.17 Open End Contracts and Federal Contracts

8.17.1 The Commission, Council or a Governing Board and its institution(s) may enter into open end contracts for materials, supplies, equipment, services, construction and/or printing to supply their respective needs in the form of statewide contracts, blanket orders or price agreements. Once issued, purchases and acquisitions may be made from these contracts without securing any other bids or quotations. These contracts may be made available to other institutions, the Commission and Council for their use.

8.17.2 The Commission, Council, a Governing Board and its institution(s) may, without securing any other bids or quotations, make purchases from cooperative buying groups, consortia, the federal government and from federal government contracts if the materials, supplies, equipment, services, and printing to be purchased are available from these groups, consortia, or the federal government and its contracts, and if this is the most financially advantageous manner of making the purchase.

8.18 Essential Services

8.18.1 Essential services may be purchased and paid for by the Commission, Council, a Governing Board and its institution(s) without securing competitive bids or proposals or issuing purchase orders. Commodities in this category may include but are not limited to utilities of all kinds; postage; items for resale; municipal, county, state, and federal fees; student awards, stipends, loans and grants; shipping and freight charges; tuition and registration fees and refunds thereof; professional dues; etc. The Vice Chancellor for Administration shall issue guidelines for the purchase of and payment for essential services.

8.19 Motor Vehicle Purchase

8.19.1 The purchase and leasing of motor vehicles shall be consistent with this rule, and guidelines and procedures adopted by the Commission, Council, a Governing Board and the Vice Chancellor for Administration.

8.20 Procurement File

8.20.1 The chief procurement officer shall maintain a purchasing file for each procurement or acquisition. This file shall contain all relevant information pertaining to such purchase or acquisition, including

CERTIFICATE OF AWARDED CONTRACT



THE INTERLOCAL PURCHASING SYSTEM

Awards

Carrier Corporation (Manufacturer) an Awarded Vendor Contract For Comprehensive HVAC Solutions & Services

Contract #1032615

Contract Effective Dates

Year One – 03/26/2015 – 03/26/2016

Year Two -03/26/2016 – 03/26/2017

Year Three -03/26/2017 – 03/26/2018

***Contract will automatically renew on the contract date if both parties agree and vendor has reported TIPS Sales during the previous 12 months.**

Dr. David Fitts
**Executive Director
Region VIII ESC**



Visit www.tips-usa.com for details on this Awarded Vendor



THE INTERLOCAL PURCHASING SYSTEM

4845 US Highway 271 North, Pittsburg, Texas 75686

March 26, 2015

Carrier Corporation (Manufacturer)

Stephen Shelton
1901 North Glenville Drive, Ste 702
Richardson, TX 75081

RE: TIPS Awarded Contract – Comprehensive HVAC Solutions & Services
TIPS Contract Number - 1032615

CONTRACT AWARD

Congratulations! The Interlocal Purchasing System (TIPS) Board of Directors of Region VIII Education Service Center has awarded a contract for Comprehensive HVAC Solutions & Services under Contract Number **1032615** to **Carrier Corporation (Manufacturer)**. This contract will be in effect from 03/26/2015 through 03/26/2016. With the option for automatic annual renewal at each 12 month review for the next two consecutive years if both parties agree and vendor has reported TIPS sales. Total term of contract may be up to 36 months.

CONTRACT ADDENDUMS

Only items submitted on the original proposal can be sold through this contract. If you need to change pricing or add products this can be done through an Addendum to your Awarded Contract. You can only add items that are in the same category. Email the request to add products or change pricing to kim.thompson@tips-usa.com.

2% REPORTING OF SALES TO TIPS

Awarded Vendor will receive a monthly email for the TIPS Sales Submission Report. This spreadsheet report must be completed and returned to TIPS with the 2% of sales from TIPS Members if vendor has had sales paid during that month. If no sales were paid, then no report is due. IT IS A REQUIREMENT THAT WE HAVE BACK UP INFORMATION SUBMITTED WITH THE SUBMISSION CHECK THAT IDENTIFIES THE MEMBER NAME, STATE, SALE AMOUNT, AND the 2% AMOUNT.

PROCESSING PURCHASE ORDERS

Awarded Vendor MUST direct TIPS members to email all PO's to TIPSP0@tips-usa.com. TIPS office will validate purchase orders and forward to you as the Awarded Vendor for processing. Member will receive an email confirmation of the PO approval and a link to print a letter of authorization for their files.

DOING BUSINESS IN WEST VIRGINIA

If your company can serve members in West Virginia, you must review, agree, sign and forward by US Mail the enclosed **RESA-8 TERMS AND CONDITIONS** document in the addressed envelope. If you do not sign and mail this document, then your company will not be afforded

the opportunity to sell products or services to any of the West Virginia Members through the TIPS Vendor Awarded Contracts. Do not return this form to the TIPS, Form must be mailed to the RESA-8 Office in West Virginia at 109 South College Street, Martinsburg, West Virginia 25401. You must have this document signed by RESA 8 prior to selling products through TIPS to WV members.

VENDOR WEB PAGE REVIEW

Go to www.tips-usa.com Hover over "Contracts" and click on "All Contracts". Find your company in the list and click on your company name. Take a moment to review the information posted for your company. Notify the TIPS office at 866-839-8477 of changes. If you would like to have your company logo displayed on your vendor page, you may email it to TIPS at tips@tips-usa.com and we will be glad to add it to your vendor page. Format: (JPG – 350 x 350 Pixels – White or Transparent Background Color – Your logo does not have to be square; it has to fit on a 350 x 350 square space)

SETTING UP VENDOR LOGIN AND PASSWORD FOR TIPS

Individual Awarded Vendors must set up their own TIPS Login and Password. (Primary Contact Only) Here are the instructions:

1. Go to www.tips-usa.com
2. Hover over "Vendors" and click on "Vendor Login".
3. Click on "Reset Password" link.
4. Enter your email address, verify email address and click on "Send".
5. An automated email will be sent to the user. Click on the link in the email to complete the login setup.

Not all information can be changed by the vendor. If you are not able to update some information, notify the TIPS Office at tips@tips-usa.com and request a vendor contract change. Some changes may require Board Action through an Addendum to the Vendors Contract. (i.e. name change, product changes, pricing, etc...)

You can also set up additional account users for your company. These users will not have the ability to make changes to the vendor profile. But they will be able to access TIPS Membership Information which will assist them in identifying new members for sales transactions.

To SET-UP ADDITIONAL USERS:

Hover over "My Account" and click on "Authorized Users – Click on Add Users. Fill in the required fields of information then click ADD. Users can be given FULL or VIEWER permissions. Full permission gives the user the same access as the Primary Contact. The person responsible for paying the TIPS 2% Admin Fee needs FULL permissions. *NOTE: the only person who can set up additional users is the Primary Contact for the Vendor Contract.*

SIGNING UP NEW TIPS MEMBERS

Awarded Vendors assist TIPS by signing up new TIPS members. New members bring in additional sales for all TIPS Awarded Vendors. Membership forms (Interlocal Agreement and Board Resolution) are available on the TIPS website. Click on Members then Click on the respective state to view/print documents.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RETURN TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:

Local Government Agency: RESA-8
Frank Plimeto
 Title: Interim Director
 Date: 5-15-15

VENDOR:

Signed: [Signature]
 Title: Carroll AGM
 Date: 5/14/15

7. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

Compugen Finance

Carrier

Company Name

[Signature]
Signed

AcM

Title

5/14/15
Date

WEST VIRGINIA REGIONAL SERVICE AGENCY 8

[Signature]
Signed

Interim Director
Title

5-14-15
Date

VENDOR MUST COMPLETE AND MAIL PAGES 4-8 to RESA-8 at:

RESA-8

Attn: TIPS REPRESENTATIVE

109 South College

Martinsburg, West Virginia 25401



THE INTERLOCAL PURCHASING SYSTEM

"PURCHASING MADE PERSONAL"



HOME | CONTRACTS | MEMBERSHIP | VENDORS | WEBSITE | **ABOUT US**

Frequently Asked Questions

1. What is TIPS?

TIPS is an acronym for The Interlocal Purchasing System. TIPS is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. TIPS is housed at and managed by the Region 8 Education Service Center located in Pittsburg, Texas.

2. How does my organization benefit from using a purchasing cooperative like TIPS?

For governmental agencies such as public education organizations, higher education entities, and city or county governments, membership in a purchasing cooperative offers the following benefits:

- Access to competitively procured contracts with quality vendors
- Savings of time and financial resources necessary to fulfill bid requirements
- Assistance with purchasing process by qualified TIPS staff
- Access to pricing based on a "national" high-profile contract

3. How are TIPS contracts awarded?

The general process to award a TIPS contract to a vendor is as follows:

- TIPS posts an RFP/RFQ for a specific product/service with a deadline date and time for submission of responses
- TIPS advertises the posting of the RFP/RFQ in a manner that meets the state of Texas requirements as well as in additional formats established by TIPS as beneficial to TIPS members including a national advertisement in *USA Today*.
- TIPS collects all incoming proposals until the deadline for submission
- TIPS staff open and record all of the proposals submitted prior to the advertised deadline
- A scoring committee reviews all proposals and scores the proposals based on the criteria established by TIPS (scoring rubric is included in the posted RFP/RFQ documents)
- A vendor receiving a score of at least 80 on the scoring rubric is then recommended to the Region 8 ESC Board of Directors at the monthly meeting to receive a TIPS contract to sell the specified product/service.
- The ESC Board of Directors votes to award contracts following the recommendation and discussion of proposed contracts.

4. Where are TIPS solicitations advertised?

TIPS solicitations (RFP's/RFQ's) are advertised for 2 consecutive weeks in the *Pittsburg Gazette* in Pittsburg, Texas as well as on a national scope in the *USA Today*. For solicitations advertised after July 1, 2014, postings are also advertised in *The Advocate* published in Baton Rouge, Louisiana.

5. Who can be a member of TIPS?

The Interlocal Purchasing System currently serves entities such as state and local governments and non-profit organizations, including but not limited to:

- K-12 school districts
- Charter Schools
- Private Schools/Daycare Centers
- Colleges and Universities (State and Private)
- Cities/Municipalities
- Counties/Parishes
- Churches
- Charitable Organizations
- State Agencies
- Emergency Services Districts
- Other entities with legislated purchasing/bidding requirements

6. How much does it cost to be a member of TIPS?

Membership in The Interlocal Purchasing System is free.

7. How does my organization become a member of TIPS?

The TIPS website offers step-by-step instructions on how to become a member. The process is fast, and it's free. It is, however, specific to your home state. Please click on this link to access the membership instructions and documents: <https://www.tips-usa.com/membership.cfm>

8. How can my business become an awarded vendor to sell products or services through TIPS?

The only way a vendor can sell products or services through the TIPS cooperative is to be awarded a contract by TIPS. This can only happen when a vendor responds to a TIPS solicitation (RFP/RFQ) for their specific product or service and meets the scoring requirements to receive an awarded contract from the Region 8 ESC Board of Directors (which serves as the governing board of TIPS). For further information, please see question #4 of this FAQ or visit the following link: <https://www.tips-usa.com/becomebidder.cfm>

9. I am not from Texas. Does the TIPS purchasing process meet the purchasing requirements of my state?

TIPS staff work closely with TIPS legal counsel to verify that a state's purchasing law allows for the operation of purchasing cooperatives within the state through either direct or piggyback agreements. This legal authority is accessible by state on the TIPS website. However, it is ultimately the responsibility of the purchasing member to ensure that all aspects of a specific purchase meet individual state purchasing laws, rules, and regulations.

**Fairmont State University
Board of Governors
Meeting of February 19, 2015**

ITEM: FY 2015 & 16 Capital Projects

COMMITTEE: Finance Committee

RECOMMENDED RESOLUTION: *Resolved*, that the Fairmont State University Board of Governors approves the \$3,890,000 in FY 2015 & 16 Capital Project budgets consisting of \$3,200,000 from Education and General Capital Funds and \$690,000 from Infrastructure Funds.

STAFF MEMBER: Rick Porto

BACKGROUND: A couple of years have passed since new capital projects recommendations have come to the Boards for approval. There are a number of projects that need to be addressed. These projects are listed and prioritized on the attached document. Unfortunately, funding for all of these projects is not available, so highlighted in green are those projects that are recommended to occur with the funding available at this time. Please note: The projects highlighted on the E&G Capital list total \$3,200,000. These projects are targeted to begin in the summer of 2016 because of the necessary planning and bid process needing to occur. As well, these building repairs will need to be done over the summer months and the buildings will need to be unoccupied during construction. We anticipate that all of the funding required for the Education and Jaynes Hall buildings will be available by the start of these projects in the summer of 2016 (currently there is \$2,054,103 available). If the E&G Capital projects totaling \$3,200,000 are approved we will be moving forward with hiring the A&E firm to plan these HVAC replacements for the summer of 2016.

Infrastructure projects highlighted in green on the attached list total \$690,000. There is \$693,800 in

Infrastructure funds available to begin these projects once approved.

Our projection for FY 2015 for E&G Capital Fee Revenue in excess of debt service payments is approximately \$1,404,007. In FY 2013 this value was \$1,912,375.

Our projection for FY 2015 for Infrastructure Fee Revenue in excess of debt service payments is approximately \$436,750. In FY 2013 this value was \$617,820.

Enrollment declines over the past two years have made it difficult to address the short and long term maintenance needs for the co-owned facilities supported by the E&G Capital and Infrastructure fees. Besides the attached short term list the facilities team is pulling together a 20-year project schedule showing the repair and replacement needs of our current E&G facilities and the infrastructure projects that will need to be dealt with. This information will be shared in the next couple of months.

Additionally the Higher Education Policy Commission has hired a consulting firm (Sightlines) to review and report on the facilities across all HEPC institutions. Our facilities staff has been working with Sightlines for the past four months and their report is being finalized for presentation to the Boards of Governors for the co-owned campus prior to final submission to the Higher Education Policy Commission.

CAPITAL PROJECT PLAN FY 2015

E&G PRIORITY LIST

Priority	Building	Project	Notes	Amount
1	Campus Wide	Small Projects	Needed yearly for various small projects - already funded FY 15	\$ 175,000.00
2	Campus Wide	Academic Fund	Needed yearly for academic projects - already funded FY 15	\$ 100,000.00
3	Hazardous Waste Bldg	Building Replacement	Already funded FY 15	\$ 40,000.00
4	Caperton Center	Boiler Replacement & Controls	Already funded FY 15	\$ 400,000.00
5	Education & Jaynes	HVAC Evaluation & Design		\$ 200,000.00
6a	Education Bldg	HVAC Unit 1	life cycle renewal	\$ 400,000.00
6b	Education Bldg	HVAC Unit 2	life cycle renewal	\$ 400,000.00
6c	Education Bldg	HVAC Unit 3	life cycle renewal	\$ 400,000.00
7	Jaynes Hall	HVAC Replacement	life cycle renewal	\$ 1,800,000.00
8a	Colebank Hall	HVAC - AHU 4 & Control Panel		\$ 400,000.00
8b	Colebank Hall	HVAC - AHU 2 & 3		\$ 800,000.00
8c	Colebank Hall	HVAC - AHU 1		\$ 400,000.00
9	Turley Center	Roof Renewal		\$ 400,000.00
10	Wallman Hall	Roof Renewal		\$ 300,000.00
11	Education Bldg	Elevator Upgrades		\$ 125,000.00
12	Colebank Hall	Elevator Upgrades		\$ 125,000.00
13	Musick Library	Elevator Upgrades		\$ 150,000.00
14	Hardway Hall	Roof Renewal & Waterproof		\$ 600,000.00
15	Musick Library	MMA & MMA Chairs		\$ 150,000.00
16	Wallman Hall	Painting - Classroom & Tower Room		\$ 100,000.00
17	Jaynes Hall	Interior Painting & Classroom		\$ 240,000.00
18	Hunt Haught Hall	Window Replacement		\$ 750,000.00
19	Jaynes Hall	Window Replacement		\$ 525,000.00
20	Parking Garage	Elevator Addition		\$ 300,000.00
				\$ 9,280,000.00
Total of Priority # 5, 6a, 6b, 6c, & 7				\$ 3,200,000.00

2015 Capital Projects Descriptions

E&G Projects

1 Small Projects

Addressing various office and classroom renovation/upgrades along with other miscellaneous projects. Provide drainage for lot 14, replace concrete, sidewalks, catch basins, and drains.

2 Academic Fund

This fund is established every year. The Academic Deans for both institutions decide how this is spent.

3 Hazardous Waste Building Replacement

The existing building is in very poor condition due to the exposure to various hazardous waste materials over the years. The enclosure is dilapidating and no longer serving its purpose and needs to be replaced.

4 Caperton Center Boiler Replacement & Controls

We have chronic issues with the boilers at Caperton Center. This equipment has reached the end of its life-cycle and needs to be replaced. We also cannot view or control this equipment remotely, so controls will be added to improve functionality.

5 Education & Jaynes Hall - A&E for HVAC Evaluation & Design

Contract with engineering firm to assess the existing HVAC equipment at Education Building and Jaynes Hall and propose a new mechanical system solution with recommendations and cost estimates.

6a Education HVAC Unit 1

The HVAC unit 1 (located on the roof) is structurally failing and require constant maintenance to keep in working order. This unit is over 25 yrs old and has exceeded its expected life span and requires replacement.

6b Education HVAC Unit 2

The HVAC 2 unit (located on the roof) is structurally failing. A special coating has been installed to try and repair to unit and keep it from leaking into the building. This unit is over 25 years old and has exceeded its expected life span and requires replacement.

6c Education HVAC Unit 3

The HVAC 3 unit is structurally failing and requires constant maintenance to keep in working order. This unit is over 25 years old and has exceeded its expected life span and requires replacement.

7 Jaynes Hall HVAC Replacement

Determine the best solution to renovate the entire buildings HVAC and proceed with a complete overhaul of the buildings mechanical systems. The existing equipment has reached the end of its life cycle and needs to be replaced in its entirety. Due to the complexity of this project it cannot be broken down into phases; the scope requires more than just equipment replacement.

8a Colebank Hall HVAC AHU 4 & Control Panel

The Air Handling Unit that serves the third floor of Colebank has reached the end of its life-cycle and needs to be replaced as well as the current control panel.

8b Colebank Hall HVAC AHU 2 & 3

The two Air Handling Units that serve the second floor Gym has reached the end of its life-cycle and needs to be replaced. This equipment is heavily used due to special events.

8c Colebank Hall HVAC AHU 1

The Air Handling Unit that serves the first floor of Colebank has reached the end of its life-cycle and needs to be replaced.

9 Turley Center Roof Renewal

Turley Center roof warranty expired 5/28/2010. We have known leaks on the system at the lapped joints of the rubber membrane. These systems are past their expected life and require replacement.

10 Wallman Hall Roof Renewal

Wallman Hall roof warranty expired 6/05/2001. We have known leaks in this system. The roof has exceeded its expected life and must be replaced.

11 Education Building Elevator Upgrades

The Education elevator is original to the building. It is very important to have this elevator upgraded.

12 Colebank Hall Elevator Upgrades

The Colebank Hall rear elevator is functional but is due for upgrades. Propose a elevator modernization package: including controller, tank, pump, solid state starter, valve, fixtures, door operator, battery backup and fire service operation. With an alternate for a cab upgrade.

13 Musick Library Elevator Upgrades

The Musick Library elevator is functional but is due for upgrades. Propose a elevator modernization package.

14 Hardway Hall Roof Renewal & Waterproof

Hardway Hall roof warranty expired 2/22/1996. These systems are past their expected life and are due for replacement. The exterior envelope of this building including : brick, stone lintels, and terra cotta all need repaired, cleaned, and waterproofing applied to seal these materials as a necessary preventative measure.

15 Musick Library MMA & MMB Chairs

The stationary chairs in the Musick Library Multi-Media A&B Classrooms are due for replacement. The chairs are in poor condition and are out dated. It is becoming extremely hard to find parts to maintain and keep operational.

16 Wallman Hall Painting - Classroom & Tower Room

Some painting was incorporated in the Wallman Hall Renovation in 2013. However some classrooms remain and need the walls patched and painted. As well, the Tower Room needs plaster repair, paint, and other upgrades.

17 Jaynes Hall - Interior Painting & Classroom

With the help of student work the hallways and stairwells were painted over last summer. This year we need to proceed with patching and painting of the classroom walls.

18 Hunt Haught Hall Window Replacement

The window systems are original to the building and are in poor condition. The existing are not energy efficient, some panels are loose, and gaskets have failed.

19 Jaynes Hall Window Replacement

The replacement windows at Jaynes Hall are in poor condition. The windows need to be replaced with a newer higher efficiency window.

20 Parking Garage Elevator Addition

When the Parking Garage was constructed a third elevator shaft was put in place for expansion at a later date. Due to the heavy traffic use the third elevator is needed. To install this elevator it will require extensive work with the elevator pit, mechanical relocation, and other coordination issues.

CAPITAL PROJECT PLAN FY 2015

INFRASTRUCTURE PRIORITY LIST

<i>Priority</i>	<i>Building</i>	<i>Project</i>	<i>Notes</i>	<i>Amount</i>
1	Campus Wide	Landscaping	Already funded FY 15	\$ 100,000.00
2	Campus Wide	Small Projects	Already funded FY 15	\$ 22,000.00
3	Campus Wide	Camera Security System		\$ 350,000.00
4	Infrastructure	Walks Around Hardway		\$ 150,000.00
5	Signage	Entrance Signage Update		\$ 40,000.00
6	Infrastructure	Paving		\$ 150,000.00
7	Infrastructure	Road to Tennis Court	Funds remaining in Current Paving Budget to fund this.	\$ 40,000.00
8	Campus Wide	Veterans Memorial Wall	Not currently funded	\$ 20,000.00
9	Campus Wide	Emergency Phones		\$ 100,000.00
				\$ 972,000.00
Total of Priority # 3, 4, 5, & 6				\$ 690,000.00

2015 Capital Projects Descriptions

Infrastructure Projects

1 Landscaping

Provide miscellaneous landscaping and required equipment for campus. Trying to get away from annuals and utilize perennials.

2 Small Projects

See #1 E&G Projects

3 Campus-wide Camera Security System

This would be an ongoing project. Prepare an RFP to select a campus wide camera security system to be incrementally expanded on over a period of time to provide monitoring of our Student Housing, Falcon Center, Feaster Center, Parking Garage, Academic, and Administrative buildings on all campuses. The funds allocated in this fiscal year will be used to purchase the base system and put in place a number of cameras in locations that will allow security to record activity in key locations. Since we are starting this project from ground zero, the growth of the number of cameras across the campus will take several years to accomplish. Before any investment of these funds, a comprehensive report will come before both boards for final approval.

4 Infrastructure: Walks Around Hardway

The concrete sidewalks around Hardway Hall are deteriorating and need replaced. They require constant maintenance and are a safety hazard.

5 Signage: Entrance Signage Update

The entrance signs at both Locust avenue entrances need to be updated so that both institutions are clearly identified at the main entrances to the shared campus.

6 Infrastructure - Paving Projects

Following the routine maintenance schedule, we need to continue with resurfacing of asphalt lots that are deteriorating. And address drainage issues with the slope of the asphalt.

7 Infrastructure - Road to Tennis Courts

In 2012 Phase I of the rehabilitation and paving of the tennis court access road was completed. Phase II includes continuing the drainage ditch, road widening, and paving of the remaining road and small parking lot.

8 Veterans Memorial Wall

9 Emergency Phone Upgrades

Upgrade Emergency Phone Systems, as needed, throughout campus to develop a more secure and safe campus.