

November 13, 2014

Board of Governors



AGENDA
FSU BOARD OF GOVERNORS' MEETING
NOVEMBER 13, 2014, 9:00 A.M.
LOCATION: 219 HARDWAY HALL
1201 LOCUST AVENUE, FAIRMONT, WV



- I. CALL TO ORDER**
 - A. Roll Call
 - B. Public Comment
 - C. Approve Agenda *Action Item*

- II Caperton Center Repairs Tab 1 Action Item**

- III. Campus Housing Project (Handout at Meeting).....Tab 2 Information
(and Possible Action Item)**

- IV. POSSIBLE EXECUTIVE SESSION - Under the Authority of West Virginia Code
§6-9A-4 To Discuss Property Issues**

- V. ADJOURNMENT**

**NEXT MEETING: DECEMBER 11, 2014, AT 9:00 A.M.,
LOCATION: BOARD ROOM, 3RD FLOOR FALCON CENTER,
1201 LOCUST AVENUE, FAIRMONT, WV**

Tab 1

**Fairmont State University
Board of Governors
November 13, 2014**

- Item:** Approve the action to issue the emergency purchase order issued by the Vice President for Administrative and Fiscal Affairs for the Caperton Center Boiler Replacement.
- Committee:** Committee of the Whole
- Recommended Resolution:** Approve the emergency purchase order action.
- Staff Member:** Rick Porto
- Background:** See attached information.

Caperton Center: Emergency Boiler Replacement & Controls

The Caperton boiler was 15 years old and original to the building. The equipment was at the end of its expected lifecycle, and completely failed on 10/15/2014 leaving the building with no heat.

The three main reasons for the boiler failure:

1. A hole formed in the heating chamber.
2. The insulation that protects the heating chamber failed and fell off.
3. The boiler tubes sagged causing the tubes to collapse on its self and close.

The boiler was located outside resulting in other issues due to the exposure to weather elements. The chambers of the boiler were rusting and beyond repair. Many electrical components were corroded and failing. The Boiler Igniter continued to fail due to rust and corrosion.

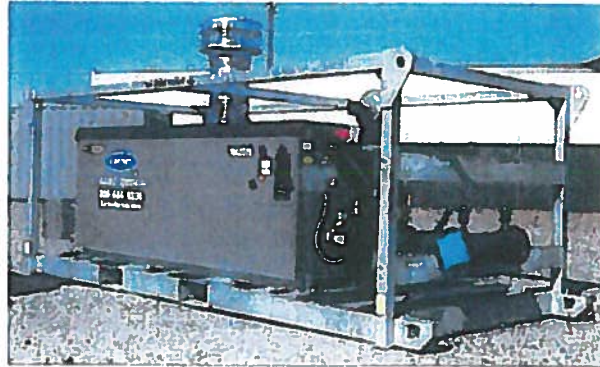
Other issues include, the placement of the flue and exhaust allowed odors to be drawn into the building by the outside air intakes of the air handing units (AHUs). The existing controls were limited and out dated. The system could not communicate with the main campus hub controls; there were no operable controls. The physical plant was manually turning the one boiler on and off as needed. This was a less than ideal situation. Replacement parts were no longer available for purchase. The boiler was on a rapid downhill slope and it was only a matter of time before it completely failed and left Caperton Center with no heat source.

A temporary boiler was brought in the weekend of 10/18/2014. The temporary boiler was installed and operating as of 10/20/2014, it is currently providing heat to Caperton Center. An emergency PO was processed for the amount of \$380,000 to get the new boiler & controls ordered and schedule install over winter break to minimize disruption & cost.

Attached: Information on Rental Boiler System currently providing heat to Caperton Center.
 Copy of Emergency Purchase Order #P0034171 for new Caperton Boiler & Controls
 Information on the new Boiler System that was ordered.



RENTAL SYSTEMS



Unit Arrangement - Dimensions are approximate

50 BHP Hot Water Boiler

General Description and Features:

Ready for operation with minimal setup
 For HVAC hot water service
 Complete electrical controls
 Natural Gas or Liquid Propane fuel required
 Main hot water system pump at 167gpm required
 Dual 120V-15amps power connections (1) for boiler
 and (1) for boiler-mounted pump
 Forced draft burner with 4-to-1 turndown
 Structural frame, forkliftable & stackable
 Vent stack & vent cap with storage box on unit
 Minimum water return temperature 150°F

Mechanical Data:

Boiler HP	50BHP
BTUH Output	1,699,000BTUH
Efficiency	85%
Maximum Outlet Temp.	190°F
Heat Exchanger Rating	ASME 160psig WP
Pressure Relief Valve	125psig, ASME Section 4
Max./Min. Water Pressure	100psig/12psig
Water Connection	4" RF 150psig flanges in/out
Blowdown/Fill-line	3/4" NPT (hose connection)

Performance Data:

Water Heating	167gpm at 160°F inlet & 180°F outlet
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Equipment Data:

Model	Laars Pennant 2000
Asset Number	1002727 to 1002736

Shipping Data:

Shipping Weight	3,500lbs
Dimensions	13'-9"Lx70"Wx60"H
Leveling Required	Yes
Installed Clearances	Stack must be clear
Stack Height	12"φx34" ships in job box

Electrical Data:

Voltage	Dual 120V Disconnect 120V/1phase/60Hertz
Disconnect Size	Two at 15amps each and 120V
Connection	Two NEMA 5-15P inlets
Cables	20amp extension cord
FLA / MCA (boiler)	12amps / 16amps
FLA / MCA (pump)	9.8amps / 12.25amps

Fuel:

Type	Natural Gas/Liq Propane
Fuel Connection	2" MPT
Fuel Pressure	5"-13" water column
Fuel Consumption	1941cfh NG / 22gph LP

Water chemical treatment is required to be provided by the Customer or the Customer's Contractor

24 Hour Hotline 800-586-8336

CarrierRentals.com



Carrier Rental Systems

A Division of Carrier Corporation
 500 CARSON DR
 BEAR DE 19701-1301
 Tel: (800) 586-8336
 Fax: (302) 836-3292
www.carrierrentals.com

October 17, 2014

DONALD STRAND
 FAIRMONT UNIVERSITY
 1201 Locust Avenue

QUOTATION #: Q424444
VALID FOR: 30 Days

FAIRMONT WV 26554

Dear Customer,

Thank you for your interest in Carrier Rental Systems. We are pleased to submit this quotation which confirms our rental offering.

Application: CARRIER RENTAL SYSTEMS TO PROVIDE 50HP BOILER TO PROVIDE 160F DEGREE SUPPLY WATER. CARRIER TO PROVIDE 150' OF 4" FLEX HOSE AND 75' OF GAS HOSE FOR INSTALLATION BY OTHERS. EXISTING PUMPS TO BE UTILIZED. CARRIER RENTAL SYSTEMS TO PROVIDE FREIGHT TO AND FROM JOBSITE. CARRIER TO PROVIDE LABOR FOR SHOP LOAD/UNLOAD, EQUIPMENT INSPECTION, AND TESTING. ALL SET UP, START UP, AND TEAR DOWN LABOR IS BY OTHERS.

<u>Item Description</u>	<u>Qty</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Non Recurring</u>
BOILER PACKAGE	1	1,906.26	5,718.77	
SHOP LOAD/UNLOAD				540.00
FREIGHT DELIVERY	1			1,875.00
FREIGHT RETURN	1			1,875.00
Total (USD):		1,906.26	5,718.77	4,290.00

Quotation does not include any applicable taxes.

U.S. Government

In the event this quotation is in support, either directly or indirectly, of a U.S. Government funded procurement (either partially or fully), please note that Carrier Rental Systems' quotation and any subsequent award shall be contingent upon the acceptance of Item 22 Government Procurements as noted herein under MASTER TERMS – RENTAL, CARRIER RENTAL SYSTEMS, INC.

Invoice Policy and Payment Terms

Our invoice policy is based on a 28-day rental period. The minimum rental period on all Carrier Rental Systems projects is seven days. The first three (3) days rental, of each of the first three (3) weeks, invoices at the weekly rate. At the seventeenth (17) day of rental the invoice will generate at the Period (or Monthly) rate. The invoice will be generated on the earliest date of either: (a) the contract invoice date or (b) the equipment return date.

Net 30 days with approved credit, VISA, Mastercard and American Express accepted.

Equipment Rental Period

The rental period will begin the day the equipment leaves our facility and end on the date the equipment is returned to back to our facility. The price quoted is contingent upon equipment availability, the estimated rental period and represents the minimum guaranteed rental period.

Labor

Labor quoted is estimated and subject to site conditions. Additional labor, if required, will be charged at the local depot's labor rate. Labor and material required to clean or repair damaged equipment will be invoiced as incurred.

Freight

Carrier Rental Systems may utilize third party transportation companies or company owned vehicles in the transportation of the rental equipment. Freight charges allow one hour for loading and unloading at the customer's location. Detention charges of USD 125.00 per hour are applicable for durations exceeding this allotted time.

Customer Responsibilities

Documentation and Permits

- Furnish a tax exempt certificate, if applicable.
- Furnish proof of insurance on all rental equipment prior to shipment.
- Obtain required operating and regulatory permits.

General Job Site Conditions

- Provide a safe working environment.
- Unload and load rental equipment from trailer, if applicable.
- Furnish local job site assistance, as required.
- Provide appropriate load at start-up.

Rental Equipment Contract Operation and Service

- Reimburse Carrier Rental Systems for all mobilization and re-stocking fees if rental is cancelled prior to the minimum guaranteed rental period.
- Furnish qualified rental equipment operators.
- Provide daily monitoring, operation and maintenance of rental equipment.
- Notify Carrier Rental Systems immediately of any rental equipment irregularities.
- Call Carrier Rental Systems before making any rental equipment repairs.
- Clean all equipment prior to end of rental.

Thank you for your consideration.

JACOB HERSHEY
Carrier Rental Systems

Equipment Instructions

Equipment Instructions

1) Customer shall locate and identify underground utilities. 2) Equipment to be set level. 3) No overhead obstructions. Allow sufficient perimeter space for appropriate air circulation. 4) It is the customer's responsibility to supply secondary containment to any piece of equipment requiring an external tank. Any spill caused shall be deemed the customer's responsibility. 5) Furnish electrician to connect to power source. Appropriate grounding of equipment is required. 6) Avail single phase power source (if applicable). 7) Provide a qualified operator. 8) Furnish make-up water for system. 9) Water treatment required. 10) Freeze protection required for seasonal use and low temperature applications. All fuel to be winter-blend and/ or contain an appropriate anti-gel fuel additive. 11) Provide portable propane tank required for pilot light ignition on fuel oil fired boilers. 12) Customer shall insure compliance with all applicable electrical and building codes during the use of rental equipment. 13) End of rental: flush and drain all fluid(s).

Carrier Rental Systems - Customer Authorization

To authorize the rental of equipment from Carrier Rental Systems, please complete, sign and return this Customer Authorization document.

CUSTOMERS are required to provide proof of insurance on all equipment rented from Carrier Rental Systems. The minimum insurance requirements for Carrier Rental Systems as well as information regarding our optional Loss & Damage Waiver are located on our web site at: www.carrierrentals.com/customer

Certificate of Insurance:

Insurance Value: **41,800.00 (USD)**

Customer provided Certificate of Insurance

CUSTOMER agrees to provide insurance for the insurance value indicated above.

Agree: _____ (initials)

Carrier Rental Systems' Loss & Damage Waiver

CUSTOMER elects not to provide insurance for the equipment rented. CUSTOMER requests Carrier Rental Systems' Loss & Damage Waiver and agrees to pay all applicable charges.

Agree: _____ (initials)

Requested Delivery Information

Delivery times to be confirmed by Carrier Rental Systems

Delivery:

Date

Time (AM/PM)

Contact:

Print Name

Telephone

Ship To Address: _____

Authorization

CUSTOMER accepts this quotation, including the applicable Terms and Conditions (which are available for review on our web site at www.carrierrentals.com/customer), Customer Responsibilities and Equipment Instructions.

Authorized Signature

Print Name

Date

Title

Company

Purchase Order

Quote #: Q424444

NC09685

**Fairmont State University
Pierpont Community &
Technical College
Procurement Services**

Mail Address: 1201 Locust Avenue
Fairmont, WV 26554-2470

Voice: (304) 367-4845 Fax: (304) 367-4706

FAIRMONT PIERPONT
STATE UNIVERSITY. COMMUNITY & TECHNICAL COLLEGE.

PURCHASE ORDER

Number: **P0034171**

Please show this number on all packages
and documents related to this order.

Date: 10/24/14

Page #: 1

Vendor:

CARRIER CORP
PO BOX 93844
CHICAGO IL 606733844

Phone: Fax:

Ship To:

Fairmont State
Maintenance Bldg - Receiving
1201 Locust Ave
Fairmont WV 26554
ATTN: Tom Tucker

Bill To:

Fairmont State University
Pierpont Community & Technical College
Procurement Services
1201 Locust Avenue
Fairmont, WV 26554-2470

**INVOICES MUST BE ITEMIZED SHOWING QUANTITY,
UNIT PRICE AND TOTAL. INVOICE IN DUPLICATE.**

Address all correspondence to the attention
of Procurement Services
Tax Exempt #55-6000778

Item	Qty.	U/M	Item Description	Unit Price	Extended Price
1		DDL	<p>Contract Acceptance On behalf of the Governing Board Fairmont State hereby accepts the quotation from CARRIER CORP for CAPERTON CENTER TURN KEY BOILER UPGRADE and TEMPERATURE CONTROLS</p> <p>. QUOTE 00122477 . DATES OF SERVICE: 10/24/14 - 3/31/15</p>		380,000.00
				DISCOUNT:	.00
				ADDL CHARGES:	.00
				TOTAL TAXES:	.00

PURCHASING AGENT: Lenora W. Montgomery

TOTAL: 380,000.00

AUTHORIZED SIGNATURE:

Rich A. Pate 10/24/2014

FOB: FOB Destination

ATTORNEY GENERAL'S SIGNATURE:
(if required)

TERMS: Per Prompt Pay Act

Mark For: Tom Tucker

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 the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision 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 State entity, the Agency is 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. Payment 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. **FEES OR COSTS** - 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 another State of West Virginia agency, board or commission 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 State entity, 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.
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 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 State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT 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. State 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 Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: Fairmont State
 Signed: [Signature]
 Title: VP FINANCE
 Date: 10/24/14

VENDOR

Company Name: Carrier Corporation
 Signed: BY [Signature]
 Title: Manager of Contracts
 Date: September 24, 2014



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, 26554-2451

Estimate Date 10/22/2014
 Quote Number 00122477

Job Description Copcrton Tum Key Boiler Upgrade 1 boiler

Scope of Work

- Carrier will remove old boiler, add 2 inch gas valve and 1 Bryan Triple Flex 200 boiler with lifetime heat exchanger warranty.
- Carrier will modify existing piping, removing old primary pump and three way valve, as well as installing new primary pumps
- Carrier will provide metal building and concrete pad Building will have 6 ft double door for ease of access.
- Carrier will provide and install all piping, vents and controls in new boiler room as well as heater for room and damper with actuator and end switch for combustion air
- Carrier will provide French drain for condensate, Aux pipe connections with valves for future rental hookup in emergency situations.
- Carrier will install new pipe insulation, pipe supports and exhaust flue at furthest point from boiler location
- Carrier will provide crane services and startup.
- Carrier will provide and install new lvu controls as well as new buss wiring and actuators for VAV boxes Carrier will take over all HVAC controls including boiler and chiller operations with resets Programming and commissioning of all. All controls for HVAC in Building will be updated and added to front end at FSU

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

High voltage to building as well as lighting and boiler terminating by FSU.
 Fence removal and repair by FSU as well as additional glycol
 Tie in of floor drain to sewer (if necessary) for boiler condensate by FSU
 FSU to pay for all permitting and any additional site work if necessary. See building Specs.
 FSU to provide IP address and port for lvu

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$380,000.00

This proposal is valid for 30 days from the date of proposal. 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

Rick Porto

VP FINANCE
 Title

Rick A. Porto 10/24/2014
 Customer Acceptance (signature) Date

P0034171
 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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Carrier Corporation

Authorized Signature: BY *Chen W. Pa...* Date: September 24, 2014

State of New York

County of Onondaga, to-wit:

Taken, subscribed, and sworn to before me this 24th day of September, 2014.

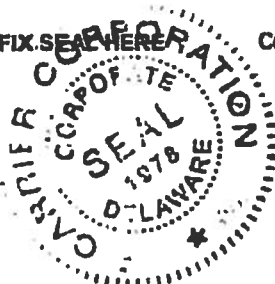
My Commission expires _____
NANCY J. PULTORAK
Notary Public, State of New York
No. 01PU5003297
Qualified in Onondaga County
Commission Expires Oct 1, 2015

AFFIX SEAL HERE

NOTARY PUBLIC

Nancy J. Pultorak

Purchasing Affidavit (Revised 07/01/2012)



Triple-Flex™

Ultra-High Efficiency
Condensing Hot Water Boilers

Minimum 90% Thermal Efficiency
at 160°F Return with 20° Rise



Patent
Pending



Originators of the
"Flexible Water
Tube" design



BRYAN

TRIPLE-FLEX™



Low maintenance costs, high operating efficiency deliver substantial return on investment

All Bryan TF Series boilers offer these operating and performance features

Guaranteed efficiency

The breakthrough in ultra-high efficiency condensing water tube boiler design that produced the TF Series provides operating thermal efficiency so reliable, we guarantee it to be 90% at 160°F return with 20° rise.

The Bryan Flexible Tube

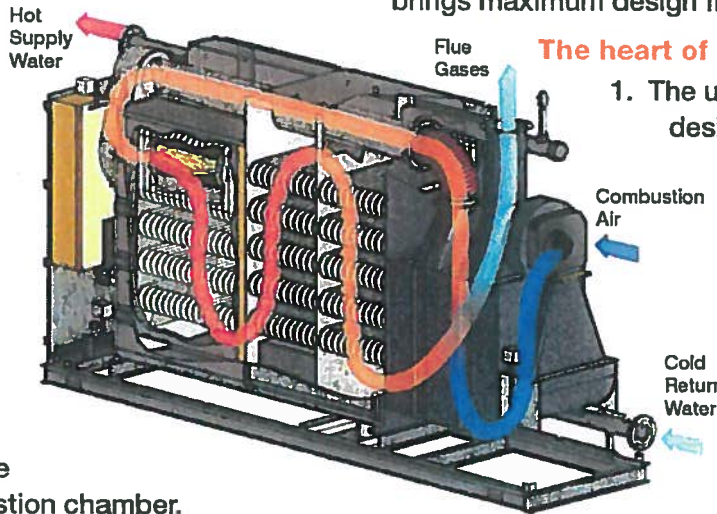
Flexible tubes are easily removable and replaceable, without welding or rolling, eliminating long, expensive downtime should repairs ever be required.

Water cooled furnace

The configuration of the water tubes provide a water cooled combustion chamber. Optimal spacing of the tubes create high velocity flue gas travel for maximum heat transfer.

Compact design, minimum floor space

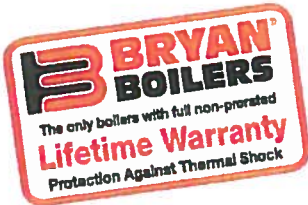
Our compact water tube design delivers over nine square feet of heating surface area per HP. Needing only 27" for tube removal, and on only one side of the boiler, the TF Series boiler occupies very little space in the boiler room. Bryan's exclusive reverse construction feature brings maximum design flexibility to the engineer.



The heart of ultra-high efficiency

1. The unique three pass design in the combustion and convection sections of the boiler allow for maximum fireside heat transfer.
2. Gases continue to the combustion air preheater to recover free heat that would otherwise be wasted out the stack.
3. Resulting stack temperatures are less than half of other boilers.

Bryan Triple-Flex™ Series Boilers – Standard and Optional Equipment



STANDARD EQUIPMENT FURNISHED Water Boiler

Thermometer and pressure gauge, safety relief valve, operator control. High limit control and probe type low water cutoff both with manual reset. Sub 30 ppm Low NOx. ASME Section IV boiler, 210°F./160# design with UL/C-UL Listing. CSD-1, FM & GE-GAP specifications.

Boiler Control Center

The control center will be provided with "SOLA" control,

remote reading temperature and pressure gauges, indicating lights – power, call for heat, fuel on and failure, a on-off switch and control reset. All controls including control circuit transformer will be installed and wired.

Gas Equipment

Burner firing shut-off valve, automatic operating gas valve, safety gas valve. High and low gas pressure switches, air and water flow switches, pilot solenoid valve, electric ignition, main manual gas shut-off

valve, gas pressure regulating actuator, pilot shut-off valve, pilot gas pressure regulator. Based on natural gas 1,000 BTU/CF supplied at 14" W.C. minimum – 2 PSIG maximum.

OPTIONAL EQUIPMENT

1. Auxiliary probe type low water cutoff
2. Auxiliary float type water cutoff (field mounted)
3. Alarm buzzer
4. IRI like specifications
5. Condensate neutralizer kit

1,500,000 to 3,000,000 BTUH Natural Gas Fired Triple-Flex™ Boilers

Quality Construction Features

Over nine square feet of heating surface per BHP.

Heavy gauge stainless steel combustion section is lined with high temperature ceramic fiber and insulation for optimal transfer of burner energy.

Easy single side access to tubes and burner.

Bryan's forced draft hybrid metal fiber type burner. Efficient combustion of gas with quiet operation.

Air to air heat exchanger housing constructed of heavy gauge stainless steel for exceptional durability. Variable speed blower provides pre-heated combustion air to the burner while saving energy over other designs.

Jacket panels are attractive and rust-resistant with durable powder coat finish, air insulated to insure exceptionally cool outer jacket surface. Easy access for service and inspection.

Convection section of boiler is heavy gauge stainless steel with easy access for inspection.

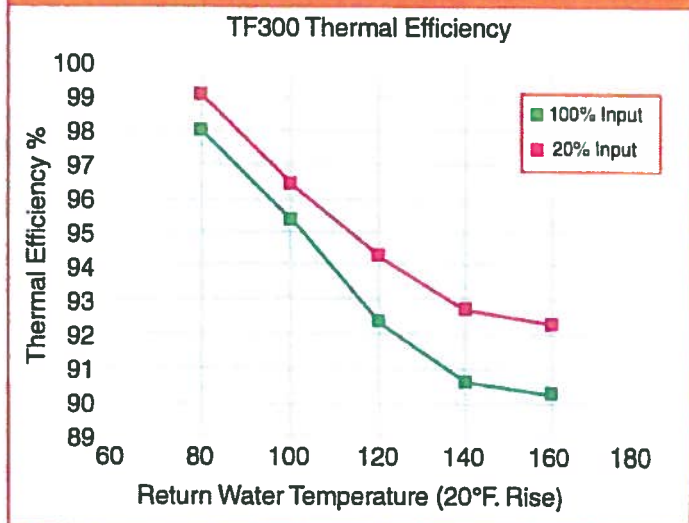
Bryan stainless steel bent water tubes are flexible, individually replaceable without welding or rolling. Never more than two tube configurations.

Electrical box: all controls installed and connected to terminal strip with access points for interface to EMS/BMS.

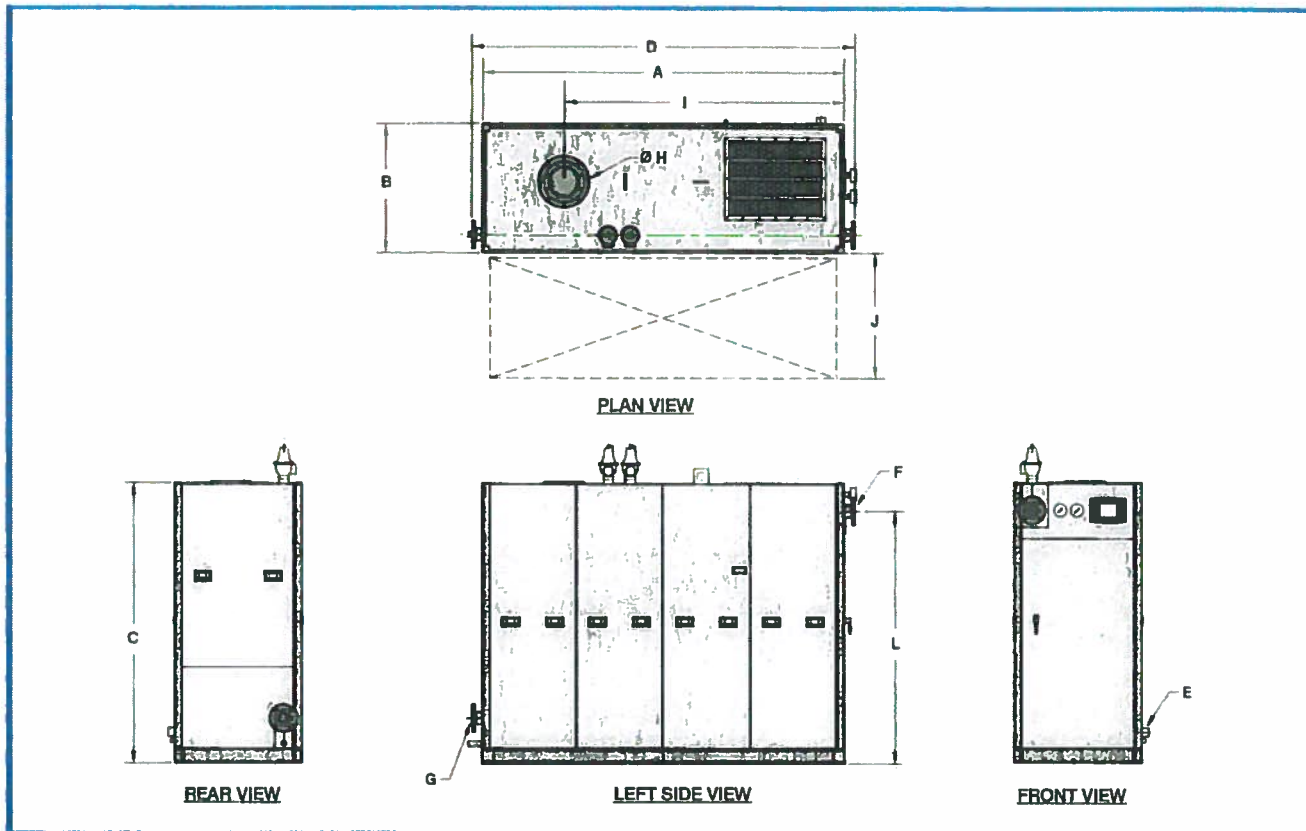
Honeywell SOLA

Exceptional system management provided with the Honeywell "SOLA" Hydronic Control. Touch screen display technology allows for complete monitoring and control of burner and boiler control points. The "SOLA" control is equipped with ModBus communications protocol for interface with EMS/BMS and is configurable to accept 4-20 Ma signal for temperature setpoint reset or firing rate. Outputs include flue gas and supply water temperature along with system pump control. Internal lead/lag function will stage up to 8 boilers for precise temperature control of the heating loop.

Efficiencies up to 99% will be delivered with lower temperature design systems.



Bryan Triple-Flex™ Series Gas Fired Flexible Tube Boilers



BOILER DIMENSIONS in Inches (cm)											
BOILER MODEL NUMBER	A Length Of Jacket	B Width Outside Jacket	C Height Over Jacket	D Overall Length	E* Gas Train Connection	F Supply Nozzle	G Return Nozzle	H Flue Size	I Flue Location	J Min. Tube Removal Clearance	L Floor to Flow Nozzle
TF 150	122 7/8 (312.1)	34 3/4 (88.3)	75 1/4 (191.1)	128 3/4 (327.02)	2 NPT (5.1)	3 FLG (7.6)	3 FLG (7.6)	8 (20.3)	100 13/16 (256.06)	27 (68.6)	67 3/4 (172.1)
TF 200	122 7/8 (312.1)	34 3/4 (88.3)	75 1/4 (191.1)	128 3/4 (327.02)	2 NPT (5.1)	3 FLG (7.6)	3 FLG (7.6)	8 (20.3)	100 13/16 (256.06)	27 (68.6)	67 3/4 (172.1)
TF 250	144 1/4 (366.4)	34 3/4 (88.3)	75 1/4 (191.1)	150 1/8 (381.3)	2 NPT (5.1)	3 FLG (7.6)	3 FLG (7.6)	8 (20.3)	122 1/4 (310.5)	27 (68.6)	67 3/4 (172.1)
TF 300	144 1/4 (366.4)	34 3/4 (88.3)	75 1/4 (191.1)	150 1/8 (381.3)	2 NPT (5.1)	3 FLG (7.6)	3 FLG (7.6)	8 (20.3)	122 1/4 (310.5)	27 (68.6)	67 3/4 (172.1)

NOTE: *Gas train connection may vary depending on job specifications and conditions.
Dimensions and specifications are subject to change without notice. Consult factory for certified dimensions.

Bryan TF Series Boiler Specifications

BOILER MODEL	INPUT MBH (KW)	OUTPUT@ 90% MIN. EFFICIENCY with 160° F. Return*		OUTPUT@ 98% EFFICIENCY with 80° F. Return*		HEATING SURFACE SQ. FT. (M²)	APPROX. SHIP LBS. (KG)
		MBH (KW)	HP (KW)	MBH (KW)	HP (KW)		
TF 150	1,500 (439)	1,350 (395)	40 (395)	1470 (430)	44 (430)	678 (63)	3,545 (1,608)
TF 200	2,000 (586)	1,800 (527)	54 (527)	1960 (574)	59 (578)	678 (63)	3,545 (1,608)
TF 250	2,500 (732)	2,250 (659)	67 (659)	2450 (717)	73 (716)	782 (72)	4,080 (1,850)
TF 300	3,000 (879)	2,700 (791)	81 (790)	2940 (861)	98 (959)	782 (72)	4,080 (1,850)

NOTE: *Output and horsepower based on 20 degree F. Delta T and maximum firing rate.



Bryan Steam LLC — Leaders Since 1916
783 N. Chili Ave., Peru, Indiana 46970 U.S.A.
Phone: 765-473-6651 • Internet: www.bryanboilers.com
Fax: 765-473-3074 • E-mail: inquiry@bryansteam.com

Tab 2

Campus Housing Project (Handout at Meeting)