



**REQUEST FOR PROPOSAL
No. JD175295P**

**OSU Athletics Facilities
Heating, Ventilation, and Air Conditioning (HVAC)
Preventative Maintenance, Repairs and On Call Support**

PROPOSAL DUE DATE AND TIME
November 15th, 2016 (3:00 PM, PT)

SUBMITTAL LOCATION

Oregon State University
Procurement, Contracts and Materials Management
644 SW 13th Avenue
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date..... October 17th, 2016
- Deadline for Requests for Clarification or Change..... November 8th, 2016 (3:00 pm, PT)
- Proposal Due Date and Time..... November 15th, 2016 (3:00 pm, PT)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University ("OSU") is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

1.04 ADMINISTRATIVE CONTACT

Name: Joshua Dodson
Title: Procurement Contracts Analyst
Telephone: 541-737-3572
Fax: 541-737-2170
E-Mail: Joshua.dodson@oregonstate.edu

1.05 DEFINITIONS

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. 'HVAC' Heating, Ventilation and Air Conditioning Systems and Components
- d. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- e. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- f. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- g. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- h. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OSU Standard 580-061-0130.
- i. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- j. "Written or Writing" means letters, characters, and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for preventative maintenance and repair and on call service of HVAC/R equipment located in OSU Athletics buildings.

2.02 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold Carnegie Classifications for both Highest Research Activity and Community Engagement.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 26,000 students from every county in Oregon, every state in the country and more than 90 nations.

2.03 BACKGROUND

Oregon State University Athletics is seeking to establish **two** contracts with a **single contractor** to support the HVAC systems and related equipment at the following facilities: Reser Stadium, the Sports Performance Center, Merritt Truax Indoor Practice Facility, Valley Football Center, Gill Coliseum, Goss Stadium, the Rowing Facility, and the Basketball Practice Facility. OSU intends to execute 1) contract for preventative maintenance and 2) contract for repairs and on call support.

2.04 PREVENTATIVE MAINTENANCE CONTRACT

The Preventative Maintenance Contract shall consist of tasks outlined in the attached sample contract labeled Exhibit A.

2.05 REPAIRS AND ON-CALL SUPPORT CONTRACT

The repairs and on-call support contract will consist of repair and on-call service not associated with the preventative maintenance contract for the equipment listed in Exhibit E, Attachment III. The repairs and on-call support contract may also include equipment replacement at Oregon State University's sole discretion.

Oregon State University Athletics estimates cost outlays for the repair and on call support contract to be \$100,000 to \$500,000 per year, but this budget may be amended to include unanticipated equipment failure. At this time, Oregon State University Athletics anticipates the replacement of one unit, identified as AC-59 Reser 1 Skybox in Exhibit E, Attachment III in Fiscal Year 2017, with the possibility of more as budget and circumstances allow. The contract will include on-site event support during every home football game for the term of the contract as well as other special event support, as requested by OSU Athletics. Duration of event support is currently requested for arrival 1-1/2 hours prior to event start time with departure at the conclusion of the event or when equipment is functioning properly, whichever is later.

Until the repairs and on-call support contract is amended, there is no guarantee of work. After the initial amendment, the repairs and on-call contract may be amended to include additional, anticipated work as described below, and other work that is not currently anticipated. The type of work anticipated by Oregon State University Athletics under the contemplated contract may include, but is not limited to, the following:

- Routine repairs to equipment to maintain Athletics facilities, but not including preventative maintenance tasks identified in Attachment B of Exhibit A (Sample Contract) which will be included in the preventative maintenance contract
- On-call services to repair equipment after failures
- On site event support
- Possible replacement of equipment
- Possible demolition and disposal of equipment
- All work shall adhere to the OSU Construction Standards found here:
<http://fa.oregonstate.edu/cpd/contact-us/site-help/contractors-consultants-and-vendors>

For each repair or on-call request, the successful proposer shall:

- Meet with Athletics staff to understand size, schedule and budget of each unit of work, and provide estimates and schedules prior to commencing work.
- Maintain the project schedule and communicate directly with the Athletic Department Facilities

Services Manager, or the Assistant Director of Athletics Operations if the Services Manager is unavailable.

- Project costs do not include:
 - Parking
 - Travel expenses for individuals traveling to the jobsite

2.06 PREVAILING WAGES

For the scope of the repair and on-call contract only:

In compliance with Oregon Prevailing Wage Law, the following is incorporated into this RFP:

The Contractor and all sub-contractors shall comply with the applicable provisions, as listed in ORS 352.138, of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. This RFP and the resulting contract is subject to the following BOLI wage rate requirements, which are incorporated herein by reference:

- July 1, 2016 PWR Apprenticeship Rates
- October 1, 2016 PWR Apprenticeship Rates Amendments
- July 1, 2016 Prevailing Wage Rates for Public Works Contracts in Oregon
- October 1, 2016 PWR Amendments
- August 9, 2016 Corrections to Prevailing Wage Rates
- October 7, 2016 Corrections to Prevailing Wage Rates
- January 1, 2016 Definitions of Covered Occupations for Public Works Contracts in Oregon

These BOLI wage rates are available on line at:

http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml

Prior to execution of a Contract, the Contractor shall file with the Construction Contractor's Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2015, Chapter 279C and OAR 839-025-015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Sub-Contractor to have a public works bond filed with the Construction Contractor's Board before starting services, unless otherwise exempt, and shall verify that the Sub-Contractor has filed a public works bond before permitting any Sub-Contractor performing services to start work.

3.0 STATEMENT OF WORK

3.01 PREVENTATIVE MAINTENANCE SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions for the preventative maintenance contract is included at Exhibit A.

3.02 REPAIRS AND ON-CALL SUPPORT SAMPLE CONTRACT

A sample contract containing contractual terms and conditions for the repairs and on-call support contract is included at Exhibit E.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below.

- a. A minimum of 10 years' experience providing similar services of a similar size and scope
- b. Manufacturer certified technicians
- c. Ability to respond onsite to service calls within 12 hours of a work request
- d. Active Commercial CCB License filed with the State of Oregon Construction Contractor Board

4.02 PREFERRED QUALIFICATIONS

OSU will award additional points for Proposers able to meet the preferred qualifications below.

- a. A history of providing work in a higher education environment.
- b. Ability to respond onsite to service calls in less than 12 hours of a work request
- c. Vendors service office is within a 1-hour driving radius of the OSU-Corvallis Campus
- d. Certified MWBE, ESB or DBE by the State of Oregon Office for Business Inclusion and Diversity

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-Responsive.

Proposers shall submit the following information:

- Description of how the services offered specifically satisfy the repairs and on-call support contract requirements described in section 2.05 and Exhibit E.
- Description of how the goods or services offered specifically satisfy the statement of work described in section 2, Exhibit A, the sample preventative maintenance contract.
- Detailed information about how the Proposer meets the minimum qualifications described in section 4.
 - Include resumes of manufacturer certified technicians who are proposed for the contemplated contracts.
- Detailed information about how the Proposer meets the preferred qualifications described in section 4.
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.
- Exhibit D: Pricing for preventative maintenance
- Exhibit F: Pricing for repairs and on-call support

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. Determination of Responsiveness:
OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who do not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 580-061-130(5).
- b. First Stage Evaluation:
Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The

questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. **Second Stage Evaluation:**

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. **Additional Stages of Evaluation:**

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 EVALUATION CRITERIA

Points will be given in each criterion and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the requirements listed in Section 2.05 'Repairs and On-Call Support Contract' and the sample contracts referenced in Section 3.0 'Statement of Work'	60
Proposer's qualifications relative to the preferred qualifications	10
Price of the goods or services	30
Total	100

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. With respect to the Preventative Maintenance Contract, OSU may negotiate:

- a. The statement of Work;
- b. The Contract price as it is affected by negotiating the statement of Work; and
- c. Any other terms and conditions as determined by OSU.

OSU will not entertain contract term negotiations for the Repairs and On-Call Service Contract.

6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the Contracts after the announcement of the notice of intent to award in order to complete its investigation.

6.05 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

This Request for Proposal is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OSU Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.04 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal shall be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change shall include the reason for the Proposer's request.

OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests shall be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.05 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

7.06 PREPARATION AND SIGNATURE

All Required Submittals shall be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become public records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer shall mark each trade secret as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 SUBMISSION

Proposals shall be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) If submitting a Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time. As previously stated in Section 5.01 'Quantity of Proposals' if the Proposer is submitting a hard copy their Proposal package should also include one (1) electronic copy in (PDF Format) on a CD/DVD/Flashdrive.

All Proposals, including those submitted through electronic methods (if allowed), shall contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

7.09 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written

notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

7.10 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice shall be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal shall be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office shall be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal no later than to the Proposal Due Date and Time. OSU shall not be responsible for any delays or mis-deliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

7.12 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.13 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal shall be a complete offer and fully Responsive to the Request for Proposal.

7.14 CONTINGENT PROPOSALS

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.15 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.16 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.17 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract(s) may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon State University Standards, Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.18 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for

Proposer's review during the protest period at the PCMM Department. Proposers shall make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

7.19 PROPOSAL PREPARATION COST

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

7.20 PROPOSAL CANCELLATION

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract, or awards a contract, whichever occurs first. The protest shall be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OSU Standard 580-061-0145.

EXHIBIT A
PREVENTATIVE MAINTENANCE TERMS AND CONDITIONS / SAMPLE CONTRACT

This Contract is between Oregon State University for its Athletics Department ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the Preventative Maintenance services outlined in this Contract under Request for Proposal number JD175295P entitled OSU Athletics Facilities Heating, Ventilation, and Air Conditioning (HVAC) Preventative Maintenance, Repairs and On Call Support and Contractor was selected as the Proposer best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of last signature to this contract and expires on *June 30th, 2017*. OSU has the option to extend the term of this Contract for seven (7) additional twelve (12) month terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

2. STATEMENT OF WORK:

A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide OSU with the following services during the Term of this Contract:

- a. Contractor to perform HVAC/R preventative maintenance service to all equipment listed in Attachment C for the predetermined rates shown in Section 3 'Compensation' Paragraph A 'Method of Payment for Services'. Contractor to supply all expendable materials i.e. belts, filters, grease, oil etc. at no additional cost.
- b. Contractor shall complete all of the tasks as listed in Attachment B as part of their yearly preventative maintenance work.
- c. Attachments A thru C are to be updated by the Contractor to include any new equipment within the covered buildings and submitted to the Athletic Department Facilities Services Manager with the Contractors billings. The updated equipment list shall be provided at each Business Review and integrated into the Contract via bi-lateral amendment thereafter.
- d. Contractor shall be required to provide the OSU Facilities Services Refrigeration Shop with a service ticket at the completion of each day onsite. The service ticket shall note any recommended repairs outside the scope of regular maintenance.
- e. Contractor shall receive prior approval from the Assistant Director of Athletics Operations for all recommended repairs. The performance of any repair work is governed by the Repair and On-call Support Contract, Contract No. _____.
- f. While onsite for preventative maintenance work the Contractor shall not perform tasks not included in Attachment B. Tasks not outlined in Attachment B are governed by the terms of the Repair and On-Call Support Contract, Contract No. _____.

B. KEY PERSONS.

Contractor and OSU agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to OSU the expertise, experience, judgment, and personal attention required to perform services ("Key Person"). Each of the following is a Key Person under this Contract:

[List name and title and identify the specific services each Key Person is required to perform under this Contract.]

Neither Contractor nor any Key Person of Contractor shall delegate performance of services any Key Person is required to perform under this Contract to others without first obtaining OSU's written consent. Further, Contractor shall not, without first obtaining OSU's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide OSU with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests OSU to approve a re-assignment or transfer of a Key Person, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual OSU approves as a replacement for a Key Person is deemed a Key Person under this Contract.

C. ACCEPTANCE OF SERVICES.

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, in its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If

Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may pursue any of the remedies for Contractor's default detailed in Section 1(c) above.

D. BUSINESS REVIEWS.

Contractor will participate in Business Reviews as requested by OSU Procurement, Contracts, and Materials Management. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement, Contracts, and Materials Management and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

3. COMPENSATION:

The total amount available for payment to Contractor is \$[insert total amount of Contract].

A. METHOD OF PAYMENT FOR SERVICES.

OSU shall pay Contractor a total of \$XXXXXX for the completion of preventative maintenance on equipment listed in Attachment C, at the intervals as stated in Attachment A.

B. BASIS OF PAYMENT FOR SERVICES.

OSU shall pay Contractor all amounts due for preventative maintenance under this Contract upon OSU's approval of Contractor's invoice to OSU but only after OSU has determined that Contractor has completed, and OSU has accepted, all services required under this Contract. Invoices shall include a breakdown of the dates and locations of service.

C. EXPENSE REIMBURSEMENT.

OSU shall not reimburse Contractor for any expenses under this Contract.

D. INVOICES AND PAYMENT TO CONTRACTOR.

Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number;
- b. A description of services performed, including the dates services were performed, all deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services;
- c. The total amount due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department to which the services were provided if a Department Administrator is not specified.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

4. INSURANCE:

A. GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance

policy to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

B. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.

C. CRIME INSURANCE OR THIRD PARTY FIDELITY COVERAGE.

The Contractor shall maintain Crime Insurance or Third Party Fidelity Coverage including Endorsement Client's Property (CR0401 or equivalent). If a Crime Insurance policy is not used, Third Party Fidelity Coverage shall be provided for in limits as stated below in a.

- a. The coverage shall be issued with limits of 50% of the contract value or \$100,000, whichever amount is greater.
- b. The coverage shall include coverage for all directors, officers, agents, and employees of the Contractor.
- c. The coverage shall not exclude coverage for theft and mysterious disappearance.
- d. The coverage shall not contain a condition requiring an arrest and conviction.

D. PROPERTY INSURANCE.

The Contractor shall maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

E. WORKERS' COMPENSATION.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

F. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory.

G. SUBCONTRACTORS

If Contractor enters into subcontracts for any services to be provided by Contract to OSU, Contractor shall require that all subcontractors maintain insurance meeting all the requirements stated in section 4.

H. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers authorized to do business in the State of Oregon with an A.M. Best rating of not less than A-VII, or such other insurance carrier approved in writing, in advance, by OSU.

I. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to the OSU Contract Administrator. The Certificate(s) and applicable endorsements will specify all of the parties who are Additional Insureds (or Loss Payees). Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

J. NOTICE OF CANCELLATION OR CHANGE.

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance

company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

5. INDEMNIFICATION:

A. INDEMNITY.

- a. Contractor shall defend, indemnify and hold harmless OSU and its officers, board members, employees, agents and other representatives from and against all liabilities, claims, actions, damages, losses, expenses, including reasonable attorneys' fees and costs, for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part,: (i) by the Contractor's negligence, wrongful acts or willful misconduct, or (ii) by any of the Contractor's services, information or materials supplied by Contractor to OSU under this Contract, including if OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation and defense and judgement costs where this indemnification is applicable.
- b. OSU's right to receive indemnification under this Section is conditioned upon OSU giving reasonably prompt notice of and assistance in any claim; provided however, that OSU's failure to provide notice or assistance does not limit OSU's right to indemnification except to the extent such failure materially affects Contractor's ability to defend the claim.
- c. Contractor's indemnification obligation under this Section includes but is not limited to all of OSU's expenses of litigation, court costs and reasonable attorney fees.

B. DEFENSE.

- a. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

6. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.
- b. Notwithstanding paragraph (a), if a legal action or proceeding shall be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659 and 659A, both as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

C. FEDERALLY REQUIRED PROVISIONS.

- a. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Contractor or subcontractor shall forward any disclosures from tier to tier up to OSU.
- e. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed

on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Contractor hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

D. PUBLIC RECORDS LAW NOTICE.

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.410-192.505).

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR ch. 437, for the products subject to this provision.

F. FIREARMS POLICY.

Pursuant to OSU policy, Contractor and Contractor's employees, agents, and subcontractors are prohibited from possessing firearms on OSU property.

G. PARKING.

Contractors doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Contractor parking permits may be obtained through OSU's Office of Transit & Parking Services.

H. SEXUAL HARASSMENT POLICY.

OSU has policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

I. SMOKING POLICY.

Pursuant to OSU policy, Contractor and Contractor's employees, agents, and subcontractors are prohibited from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

J. WEBSITE ACCESSIBILITY.

If Contractor is designing or developing web page(s) for OSU under this Contract, Contractor shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

7. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

B. NO THIRD PARTY BENEFICIARY.

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this

Contract expressly directs or permits delivery of Notice to a different Department.

- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

<u>OSU Contract Administrator</u> OSU PCMM ATTN: JD175295P Contract Administrator 644 SW 13 th Street Corvallis, OR 97333 Telephone: (541) 737-4261 Fax: (541) 737-2170 E-mail: pacs@oregonstate.edu	and:	<u>OSU Departmental Administrator</u> [Name] [Title] [Address] [City, State, Zip] Telephone: [Phone Number] Fax: [Fax Number] E-mail: [E-Mail Address]
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CONTRACTOR Contract Administrator
[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLED PRODUCTS.

Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. PERMISSIVE COOPERATIVE PROCUREMENTS.

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any such purchases by a public agency other than OSU are directly between the Contractor and the other public agency. The other public agency enjoys the same obligations and rights as OSU under this Contract, except for the Administrative Fee which shall be paid to OSU and not to the other public agency. Contractor shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Contractor shall apply such discounts to fees charged to OSU.

N. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

O. SURVIVAL.

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

P. SEVERABILITY.

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

Q. MERGER AND AMENDMENT

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment to the terms of this Contract shall bind either party unless it is in writing, clearly identified as an amendment, and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

8. CERTIFICATIONS AND SIGNATURES:

This Contract shall be signed in ink by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- C. Pursuant to OSU Standard 580-061-0030 Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

ATTACHMENT A

Anticipated Yearly Service Schedule

#	Building	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Reser Stadium 1	X											
1.1	Reser Stadium 2		X				X				X		
2	Sport Perform. Cntr	X					X						
3	Truax	X					X						
4	Valley Football Center		X				X				X		
5	Gill Coliseum		X				X				X		
6	Goss Stadium	X					X						
7	Rowing Facility	X					X						
8	Basketball Practice Center	X					X						

ATTACHMENT B

Preventative Maintenance Task List by Type of Equipment

1. Misc. Equipment Task List

Includes Air Conditioners (AC), furnaces, space heaters, water heaters, drinking fountains, air dryers, exhaust fans, air compressors, pumps, etc.

General Maintenance:

- Check appearance of unit
- Check condenser
- Check evaporator
- Check/Change filters
- Check/Change belts
- Check blow down (air compressors)
- Check flue pipe
- Grease/Oil bearings (once a year)
- Check burners (gas)
- Check heaters (electric)

Electrical:

- Check controls
- Check wiring

Mechanical:

- Check sheaves
- Check motors
- Check bearings

2. Ventilation Equipment Task List

General Maintenance:

- Check appearance of unit
- Check/Change filters
- Check/Change belts
- Grease/Oil bearings (once a year)

Electrical:

- Check controls
- Check wiring

Mechanical:

- Check sheaves
- Check motors
- Check bearings

3. HVAC Equipment Task List

General Maintenance:

- Check appearance of unit
- Check/Change filters
- Check/Change belts
- Check flue pipe
- Check condenser
- Check evaporator
- Check drain

- Check humidifier pan
- Check compressor oil levels
- Check refrigerant level/pressures (once a year)
- Grease/Oil bearings (once a year)
- Check room temperature
- Check burners (gas)

Electrical:

- Check controls: Heating, Cooling, Economizer, Humidifier, Defrost (heat pumps only)
- Check wiring
- Check contactors

Mechanical:

- Check sheaves
- Check motors
- Check bearings
- Check compressor

4. **Refrigeration Equipment Task List**

Includes walk-ins, reach-ins, etc.

General Maintenance:

- Check appearance of unit
- Check condenser
- Check evaporator
- Check drain
- Check compressor oil level
- Check refrigerant level/pressures (once a year)
- Grease/Oil bearings (once a year)
- Check fixture temperature
- Check door gaskets

Electrical:

- Check controls
- Check wiring
- Check contactors
- Check time clocks
- Check defrost heaters

Mechanical:

- Check motors
- Check bearings
- Check compressor

5. **Ice Machine Task List**

General Maintenance:

- Check appearance of unit
- Clean evaporator
- Clean condenser (self-contained)
- Check condenser (remote)
- Clean sump
- Clean bin (if empty)
- Change water filter

- Clean air filter

Electrical:

- Check controls: ice thickness, harvest time
- Check wiring
- Check contactors
- Check timer motors

Mechanical:

- Check motors
- Check bearings
- Check compressor
- Check pumps

6. **Boiler Task List**

Includes hot water, steam generators, etc.

General Maintenance:

- Check appearance of unit
- Clean burner/flue
- Check/flush blow down
- Check chemicals
- Check water condition
- Check strainers/filters
- Check temperatures

Electrical:

- Check controls
- Check wiring
- Check contactors
- Check safeties
- Check chemical feeder (controls/operation)

Mechanical:

- Check circulating pumps

7. **Hydronics Task List**

Includes hot water loop, chilled water loop, etc.

General Maintenance:

Check glycol

- Check chemicals
- Check water condition
- Check strainers/filters

Electrical:

- Check chemical feeder (controls/operation)

Mechanical:

- Check circulating pumps

ATTACHMENT C CURRENT EQUIPMENT LIST BY LOCATION WITH CONDITION STATUS

Asset Condition Key

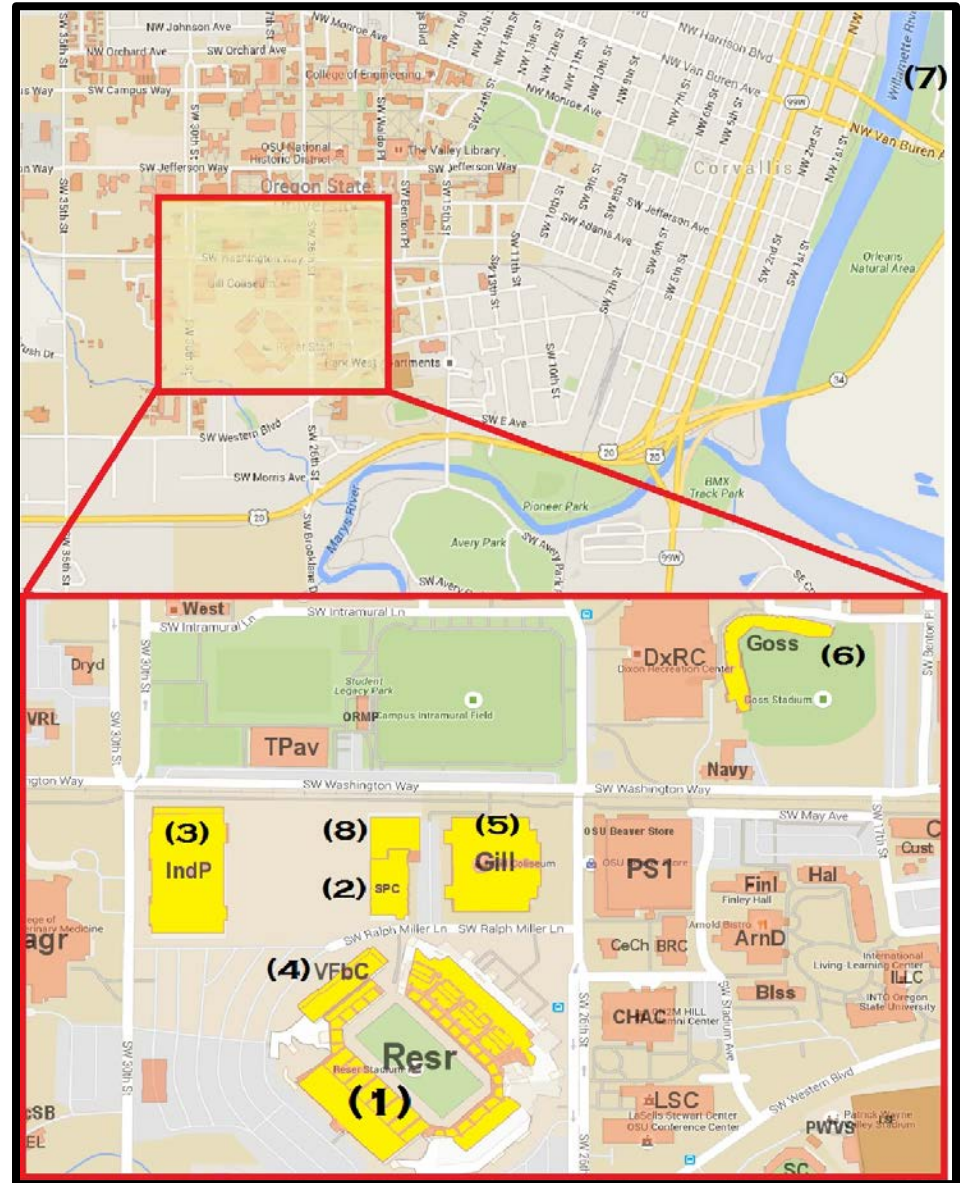
- Very Poor = Unit needs to be replaced
- Poor = Prone to breakdowns, recommended replacement
- Moderate = 5-10 years old, requires regular maintenance
- Good = 3-5 years old, unit in good condition, warranty most likely expired
- Very Good = 1-3 years old, warranty still in place
- N/A = Information not available at this time

Building Location

- 1 - Reser Stadium
- 2 - Sports Performance Center
- 3 - Truax Practice Facility
- 4 - Valley Football Center
- 5 - Gill Coliseum
- 6 - Goss Stadium
- 7 - Rowing Facility (off Hwy 34 by next to Trysting Tree Golf Course)
- 8 - Basketball Practice Center

Acronym Key

- | | |
|--------------------------------|---|
| AC – Air Conditioning | MAU-Make Up Air Unit(same as below) |
| ACU – Air Conditioning Unit | MUA-Make Up Air Unit |
| AH – Air Handler | P-(No such thing missing a letter) |
| B - Boiler | PCU-Pollution Control Unit |
| CF – Ceiling Fan | PMP-Pump |
| CH – Chill Water Pump | RF – Return Fan |
| CHWP- Chilled Water Pump | RIB-Reach In |
| CP – Chiller Pump | RIC-Reach In Cooler |
| CSU – Constant Supply Unit | RIF-Reach In Freezer |
| CU- Condensing Unit | RIR-Reach In Refrigeration(Chest Freezer) |
| DP – Differential Pressure | RUR-Refrigerator Upright |
| TrEF- Exhaust Fan | S-Supply |
| EHW – Hot Water Pump | SEF-Shutter Exhaust Fan |
| EV –Evaporated | SF-Snap Fan |
| EWB – Electric Water Heater | SP-Static Pressure |
| FCU – Fan Cooling Unit | UF-Upright Freezer |
| HF – Hood Fan | UH – Unit Heater |
| HP – Heat Pump | UHC-Unit Heater Coil |
| HRU- Heat Recovery Unit | UR- Upright Refrigerator |
| HV – Heated Ventilation | W-(missing extra letter) |
| HVU – Heating Ventilation Unit | WH – Water Heater |
| HW – Hot Water | WHG-Water Heater Gas |
| HWP – Hot Water Pump | WIC-Walk In Cooler |
| IM – Ice Machine | WIF-Walk In Freezer |
| LP-Low Pressure | |



Reser Stadium 1 Equipment List

UNIT	BUILDING	INSTALLED	LOCATION	ASSET CONDITION	LABELLED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES	ADDITIONAL INFO
EW-15 Reser 1 Press Box Level	Reser Stadium	2005	Janitor Room Press Box	Poor	EW-15						Janitor Room Press Box	
WH-14 Reser 1 178	Reser Stadium	2005	Room 178	Poor	WH-1						Room 178	
WH-1 Reser-1 Concession Stand #1	Reser Stadium	2005	2nd Floor Concession Stand #1	Poor	WH-1						2nd Floor Concession Stand #1	
WH-4 Reser 1 Concession Stand #4	Reser Stadium	2005	Concession stand #4	Poor	WH-4						Concession stand #4	
WH-3 Reser-1 Concession Stand #3	Reser Stadium	2005	Concession stand #3	Poor	WH-3						Concession stand #3	
WH-2 Reser 1 Concession Stand #2	Reser Stadium	2005	Concession stand #2	Poor	WH-2						Concession stand #2	
RIB-8 Reser 1 Concession stand #1	Reser Stadium	2005	2nd Floor Concession Stand #1	Poor	RIB-8						2nd Floor Concession Stand #1	
RIB-9 Reser 1 Concession Stand #2	Reser Stadium	2005	2nd Floor Concession Stand #2	Poor	RIB-9						2nd Floor Concession Stand #2	
RIB-10 Reser 1 Concession Stand #3	Reser Stadium	2005	2nd Floor Concession Stand #3	Poor	RIB-10						2nd Floor Concession Stand #3	
RIB-11 Reser 1 Concession Stand #4	Reser Stadium	2005	2nd Floor Concession Stand #4	Poor	RIB-11						2nd Floor Concession Stand #4	
PMP-7 Reser 1	Reser Stadium	2005	Middle Ground Floor	Poor	PMP-7			Grease Pumps			In Mech. Room located under Stadium	
EV-3 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	EV-3				ACM076AE	D01406467	1st Floor Ground Southend Rollup	
EV-2 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	EV-2				ACM076AE	D01406468	1st Floor Ground Southend Rollup	
EV-1 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	EV-1				ECM130BE	D01E05647	1st Floor Ground Southend Rollup	
CU-24 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	CU-24				LZT055LGC	T01501987	1st Floor Ground Southend Rollup	
CU-25 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	CU-25				LHT020H2C	T01501986	1st Floor Ground Southend Rollup	
WIC-6 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	WIC-6				LHT020H2C	T0101986	1st Floor Ground Southend Rollup	
WIF-2 Reser 1 Concession Bay	Reser Stadium	2005	Ground 1st Floor Southend Rollup	Poor	WIF-2				LZT055L6C	T01101487	Ground 1st Floor Southend Rollup	
AC-53 Reser 1	Reser Stadium	2005	Skybox 2	Poor	AC-53			(1) 20x20x1	YCC018F1LOAA	F24159309	Roof	
AC-54 Reser 1 Skybox 3	Reser Stadium	2005	Skybox 3	Poor	AC-54			(1) 20x20x1	YCC018F1LOAA	F24159315	Roof	
AC-55 Reser 1 Skybox 4	Reser Stadium	2005	Skybox 4	Poor	AC-55			(1) 20x20x1	YCC018F1LOAA	F24159321	Roof	
AC-56 Reser 1	Reser Stadium	2005	Skybox 5	Poor	AC-56			(1) 20x20x1	YCC018F1LOAA	F24159319	Roof	
AC-57 Reser 1 Skybox 6	Reser Stadium	2005	Skybox 6	Poor	AC-57			(1) 20x20x1	YCC018F1LOAA	F24159313	Roof	
AC-58 Reser 1 Skybox 7	Reser Stadium	2005	Skybox 7	Poor	AC-58			(1) 20x20x1	YCC018F1LOAA	F24159320	Roof	
AC-59 Reser 1 Skybox 8	Reser Stadium	2005	Skybox 8	Poor	AC-59			(1) 20x20x1	YCC018F1LOAA	F1855089	Roof	
AC-60 Reser 1 Skybox 9	Reser Stadium	2005	Skybox 9	Poor	AC-60			(1) 20x20x1	YCC018F1LOAA	F24159318	Roof	
AC-61 Reser 1 Skybox 10	Reser Stadium	2005	Skybox 10	Poor	AC-61			(1) 20x20x1	YCC018F1LOAA	F24159316	Roof	
AC-62 Reser 1 Skybox 11	Reser Stadium	2005	Skybox 11	Poor	AC-62			(1) 20x20x1	YCC018F1LOAA	F24159317	Roof	
AC-63 Reser 1 Skybox 12	Reser Stadium	2005	Skybox 12	Poor	AC-63			(1) 20x20x1	YCC018F1LOAA	F24159314	Roof	
AC-64 Reser 1 Pres-Alum Skybox	Reser Stadium	2005	Presidents-Alumni Skybox	Poor	AC-64			(1) 16x28.5x1	YCC018F1LOAA	F04143294D	Roof	
AC-52 Reser 1 AD Skybox	Reser Stadium	2005	Athletic Directors Skybox	Poor	AC-52			(1) 16x28.5x1	YCC36A3LOBA	F06142814D	On Roof	HVAC

Reser Stadium 2 Equipment List

UNIT	BUILDING	INSTALLED	LOCATION	ASSET CONDITION	LABELLED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES	ADDITIONAL INFO
PCU-2 Reser 2 159	Reser Stadium	2005	Room 159	Poor	PCU-2		(2) BX52	(2) 24x24x4			1st Floor	
PCU-1 Reser 2 105	Reser Stadium	1/7/2013	Room 105	Good	PCU-1		(2) BX50	(2) 24x24x4			Room 105	
HVU-5 Reser 2	Reser Stadium	2005	Room 157	Poor	HVU-5		(1) 4L410	(2) 16x20x2			Roof ofconcewssion standTower#4	
HVU-7 Reser 2	Reser Stadium	1/7/2013	Room 309	Good	HVU-7		(1) 4L410	(2) 16x16x2			3rd Floor NW Balcony	
HVU-8 Reser 2	Reser Stadium	2005	Room 357	Poor	HVU-8		(1) 4L410	(2) 16x16x2			3rd floor SE Balcony	
HVU-9 Reser 2 361/363	Reser Stadium	1/8/2013	Room 361/363	Good	HVU-9		(1) 4L410	(2) 16x16x2			3rd floor SE Balcony	
HVU-10(no id add on) Reser 2 114	Reser Stadium	2005	Room 114	Poor	HVU-10			(1) 24x24x2			Electrical Room	
SEF-1 Reser 2 351	Reser Stadium	1/8/2013	3rd Floor	Good	SEF-1		(2) BX75				On top of Rm 351	
SF-1 Reser 2 351	Reser Stadium	1/8/2013	3rd floor	Good	SF-1		(1) AX33				On top of Rm 351	
SEF-2 Reser 2 347-351	Reser Stadium	2005	3rd Floor	N/A	SEF-2		(2) BX75				On top of Room 347-351	
SF-2 Reser 2 351	Reser Stadium	2005	3rd Floor	Poor	SF-2		(1) AX35	Alum. mesh filters			On top of Room 351	
MAU-1 Reser 2 150	Reser Stadium	2005	Room 150	Poor	MAU-1		(1) BX76				Roof (1st Floor Kitchen)	
EF-8 Reser 2 359	Reser Stadium	1/8/2013	Room 359	Good	EF-8		(1) 4L220				359 Roof	
HV-11(no id add on) Reser 2 244	Reser Stadium	2005	Room 244	Poor	HV-11			(2) 20x25x2			Electrical Room	
HV-12(no id add on) Reser 2 214	Reser Stadium	2005	Room 214	Poor	HV-12			(2) 20x25x2			Electrical Room	
UH-29 Reser 2 503a	Reser Stadium	2005	Room 503a	Poor	UH-29						Tower#1?	
UH-30 Reser 2 Tower #4 Stairs 5th	Reser Stadium	2005	Stairwell Tower #4 5th floor	Poor	UH-30						Stairwell Tower#4 5th floor	
UH-26 Reser 2 Tower #2 Stairs 4th	Reser Stadium	2005	4th Floor tower #2 Stairwell	Poor	UH-26						4th Floor tower #2 Stairwell	
UH-33 Reser 2 Tower #2 Stairs 5th Pantry	Reser Stadium	2005	5th floor Tower#2 Stairwell	Poor	UH-33						5th floor Tower#2 Stairwell	
UH-28	Reser Stadium	2005	4th Floor Tower#4 Stairwell	Poor	UH-28						4th Floor Tower#4 Stairwell	
B-1 Reser 2 501	Reser Stadium	2005	Boiler Room 501	Poor	B-1						Tower 1# Boiler Room	
PMP-4 Reser 2	Reser Stadium	1/8/2013	501 Boiler Room	Good	PMP-4	Grease Pumps					Boiler Room	
PMP-5 Reser 2	Reser Stadium	1/8/2013	501 Boiler Room	Good	PMP-5	Grease Pumps					501 Boiler Room	
PMP-6 Reser 2	Reser Stadium	1/8/2013	501 Boiler Room	Good	PMP-6	Grease Pumps					501 Boiler Room	
EW-12 Reser 2 436	Reser Stadium	2005	Room 436	Poor	EW-12						Janitor Room	
UH-27 Reser 2 430	Reser Stadium	2005	Room 430	Poor	UH-27						Room 430	
CU-13 Reser 2 414a	Reser Stadium	1/8/2013	Room 414a	Good	CU-13						Electrical Room	
EW-11 Reser 2 Tower # 4 Roof	Reser Stadium	2005	Tower 4 Roof	Poor	EW-11						Roof(Tower #4)	
EHW-8 Reser 2 Tower #4 Roof	Reser Stadium	2005	Tower 4 Roof	Poor	EHW-8						Roof (Tower #4)	
EW-9 Reser 2 Tower#4 Roof	Reser Stadium	2005	Tower 4 Roof	Poor	EW-9						Roof(Tower #4)	
EF-12 Reser 2 169-173	Reser Stadium	1/8/2013	Room 169-173	Good	EF-12		(1) 3L210				Roof (South End Zone)	
EF-4 Reser 2 169-173	Reser Stadium	1/8/2013	Room 169-173	Good	EF-4						Roof (South End Zone)	
EF-9 Reser 2 169-173	Reser Stadium	1/8/2013	Room 169-173	Good	EF-9		(1) 3L210				Roof (South End Zone)	
EF-7 Reser 2 169-173	Reser Stadium	1/8/2013	Room 169-173	Good	EF-7		(1) 3L210				Roof (South End Zone)	
EF-5 Reser 2 169-173	Reser Stadium	1/8/2013	Room 169-173	Good	EF-5		(1) AX28				Roof (South End Zone)	
EF-10 Reser 2 Concession	Reser Stadium	2005	South Concessions	Poor	EF-10		(1) 3L210				South Concessions	
EF-14 Reser 2 Tower 4	Reser Stadium	1/8/2013	Tower 4	Good	EF-14		(1) 4L200				Roof(Tower #4)	
EF-16 Reser 2 Tower 4	Reser Stadium	1/8/2013	Tower 4	Good	EF-16		(1) 4L200				Roof(Tower #4)	
EF-20 Reser 2 Tower 4	Reser Stadium	1/8/2013	Tower 4	Good	EF-20		(1) 4L200				Roof(Tower #4)	
EF-15 Reser 2 Tower 4	Reser Stadium	1/8/2013	Tower 4	Good	EF-15		(1) AX26				Roof(Tower #4)	
EF-17 Reser 2 169-173	Reser Stadium	2005	Room 169-173	Poor	EF-17		(1) 4L220				Roof(Tower #4)	
EF-13 Reser 2 Tower 4	Reser Stadium	1/8/2013	Tower 4	Good	EF-13		(1) AX21				Roof(Tower #4)	
EF-19 Reser 2 Tower 4	Reser Stadium	2005	Tower 4	Poor	EF-19		(1) 4L200				Roof(Tower #4)	
AC-44 Reser 2 414a	Reser Stadium	1/8/2013	414a	Good	AC-44						Data Room	
UH-21 Reser 2 Tower #2 Stairs 3rd	Reser Stadium	2005	3rd Floor Tower #2 Stairwell	Poor	UH-21						3rd Floor Tower #2 Stairwell	
UH-23 Reser 2 Tower #2 Stairs 3rd	Reser Stadium	2005	3rd Floor Tower #2 Stairwell	Poor	UH-23						3rd Floor Tower #2 Stairwell	
CU-12 Reser 2 344a	Reser Stadium	2005	Room 344a	Poor	CU-12						Data Room	
EW-10 Reser 2 361	Reser Stadium	2005	Room 361	Poor	EW-10						Room 361	
UH-24 Reser 2 330	Reser Stadium	2005	Room 330	Poor	UH-24						Room 330	
UH-22 Reser 2 320a	Reser Stadium	2005	Room 320a	Poor	UH-22						320a room	
UH-20 Reser 2 Tower #4 Stairs 2nd	Reser Stadium	2005	2nd floor Tower #4 Stairwell	Poor	UH-20						2nd floor Tower #4 Stairwell	
EW-7 Reser 2 307	Reser Stadium	2005	Room 307	Poor	EW-7						Room 307	

Reser Stadium 2 Equipment List

UH-16 Reser 2 Tower #1 2nd	Reser Stadium	2005	2nd Floor Tower #1 Stairwell	Poor	UH-16						2nd Floor Tower #1 Stairwell
AC-43 Reser 2 344a	Reser Stadium	1/10/2013	Room 344a	Good	AC-43						Room 344a Data room
UH-18 Reser 2 Tower #3 Stairs 2nd	Reser Stadium	2005	2nd Floor Tower#3 Stairwell	Poor	UH-18						2nd Floor Tower#3 Stairwell
CU-2 Reser 2 214a	Reser Stadium	2005	Room 214a	Poor	CU-2						2nd Floor Northwest
AC-47 Reser 2 347	Reser Stadium	2005	Room 347	Poor	AC-47		(1) 20x21.5x1				On top of Rm 351
AC-48 Reser 2 347	Reser Stadium	2005	Room 347	Poor	AC-48						
AC-40 Reser 2 214a	Reser Stadium	2005	214a Data Room	Poor	AC-40						214a Data Room
CU-4 Reser 2 151	Reser Stadium	2005	Room 151	Poor	CU-4						Room 151
CU-10 Reser 2 142	Reser Stadium	2005	Room 142	Poor	CU-10						Roof of room 142
CU-3 Reser 2 109	Reser Stadium	2005	Room 109	Poor	CU-3						Roof of room 109
UH-17 Reser 2 220a	Reser Stadium	2005	Room 220a	Poor	UH-17						Room 220a
UH-19 Reser 2 230	Reser Stadium	2005	Room 230	Poor	UH-19						Room 230
EW-6 Reser 2 231	Reser Stadium	2005	Room 231	Poor	EW-6						2nd Floor Room 231
UH-15 Reser 2 Tower #4 Stairs 1st	Reser Stadium	2005	1st Floor Tower#4 Stairwell	Poor	UH-15						1st Floor Tower#4 Stairwell
UH-13 Reser 2 Tower #3 Stairs 1st	Reser Stadium	2005	1st Floor Tower#3 Stairwell	Poor	UH-13						1st Floor Tower#3 Stairwell
UH-11 Reser 2 Tower #2 Stairs 1st	Reser Stadium	2005	1st Floor Tower#2 Stairwell	Poor	UH-11						1st Floor Tower#2 Stairwell
UH-31 Reser 2 178	Reser Stadium	2005	Room 178	Poor	UH-31		(1) 9x31x1				Room 178
UH-3 Reser 2	Reser Stadium	2005	Room 176	Poor	UH-3		(1) 9x31x1				Room 176
UH-4 Reser 2	Reser Stadium	2005	Room 176	Poor	UH-4		(1) 9x31x1				Room 176
UH-6 Reser 2	Reser Stadium	2005	Room 173	Poor	UH-6		(1) 9x31x1				Room 173
UH-5 Reser 2	Reser Stadium	2005	Room 173	Poor	UH-5		(1) 9x31x1				Room 173
UH-32 Reser 2 169	Reser Stadium	2005	Room 169	Poor	UH-32						Room 169
UH-9 Reser 2 159	Reser Stadium	2005	Room 159	Poor	UH-9						Room 159
UH-8 Reser 2 159	Reser Stadium	2005	Room 159	Poor	UH-8						Room 159
UH-7 Reser 2 133	Reser Stadium	2005	Room 133	Poor	UH-7						Room 133
UH-14 Reser 2 130	Reser Stadium	2005	Room 130	Poor	UH-14						Room 130
UH-1 Reser 2 105	Reser Stadium	2005	Room 105	Poor	UH-1						Room 105
UH-2 Reser 2 105	Reser Stadium	2005	Room 105	Poor	UH-2						Room 105
UH-10 Reser 2 106	Reser Stadium	2005	Room 106	Poor	UH-10						Room 106
UH-12 Reser 2 120a	Reser Stadium	2005	Room 120a	Poor	UH-12						Room 120a
UH-25 Reser 2 355	Reser Stadium	2005	Room 355	Poor	UH-25						Room 355
UH-34 Reser 2 (No # assigned 34) 127	Reser Stadium	2005	Room 127	Poor	UH-34						Room 127
B-2 Reser 2 501	Reser Stadium	2005	501 Boiler Room	Poor	B-2						Boiler room 501 Tower#1
EW-3 Reser 2 121b	Reser Stadium	2005	Room 121b	Poor	EW-3						Room 121b
PMP-1 Reser 2	Reser Stadium	2005	Room 143	Poor	PMP-1						Room 143
PMP-2 Reser 2	Reser Stadium	2005	Room 143	Poor	PMP-2						Room 143
PMP-3 Reser 2	Reser Stadium	2005	Room 143	Poor	PMP-3						Room 143
EW-2 Reser 2 161	Reser Stadium	2005	Room 161	Poor	EW-2						Room 161
EW-4 Reser 2 155	Reser Stadium	2005	Room 155	Poor	EW-4						Room 155
EW-1 Reser 2 111	Reser Stadium	2005	Room 111	Poor	EW-1						Room 111
WH-2 Reser 2 150	Reser Stadium	2005	Room 150	Poor	WH-2						Room 150
UH-35 Reser 2 (labeled 5 but changed to 35) 123	Reser Stadium	2005	Room 123	Poor	UH-35						Room 123
EF-6 Reser 2 150	Reser Stadium	2005	Room 150	Poor	EF-6		(1) AX28				1st Floor concession
EF-27 Reser 2 150	Reser Stadium	1/14/2013	Room 150	Good	EF-27		(1) 4L200				1st Floor Concession
EF-26 Reser 2 150	Reser Stadium	2005	Room 150	Poor	EF-26		(1) 4L230				1st Floor Concession
EF-3 Reser 2 121	Reser Stadium	2005	Room 121	Poor	EF-3		(1) AX26				1st Floor Concession
EF-22 Reser 2 123	Reser Stadium	2005	Room 123	Poor	EF-22		(1) 4L260				1st Floor Concession
EF-21 Reser 2 117	Reser Stadium	2005	Room 117	Poor	EF-21		(1) 4L270				1st Floor Concession
EF-1 Reser 2 ?	Reser Stadium	2005	?	Poor	EF-1		(1) AX48				1st Floor Concession
EF-18 Reser 2 106	Reser Stadium	2005	Room 106	Poor	EF-18		(1) AX26				1st Floor Electrical Room
EF-23 Reser 2 106	Reser Stadium	2005	Room 106	Poor	EF-23		(1) 4L220	(4) 16x16x2			1st Floor Electrical Room
EF-29 Reser 2 148	Reser Stadium	2005	Room 148	Poor	EF-29		(1) 4L260				1st Floor Kitchen
EF-24 Reser 2 150	Reser Stadium	2005	Room 150	Poor	EF-24		(1) AX26				1st Floor Kitchen
EF-25 Reser 2 150	Reser Stadium	2005	Room 150	Poor	EF-25		(1) AX27				1st Floor Kitchen
WIC-5 Reser 2 430	Reser Stadium	2005	Room 430	Poor	WIC-5						430 CU on top
WIC-3 Reser 2 330	Reser Stadium	2005	Room 330	Poor	WIC-3						330 CU on top of box
RIC-1 Reser 2 105	Reser Stadium	2005	Room 105	Poor	RIC-1						T05G01235

Reser Stadium 2 Equipment List

WIC-4 Reser 2 347	Reser Stadium	2005	Room 347	Poor	WIC-4							347 CU on top SE Balcony Doors	
WIC-1 Reser 2 150	Reser Stadium	2005	Room 150	Poor	WIC-1							Room 150	
WIF-1 Reser 2 150	Reser Stadium	2005	Room 150	Poor	WIF-1							Inside of Walk-in cooler	
CU-18 Reser 2 150	Reser Stadium	2005	Room 150 Walk In Cooler	Poor	CU-18							On roof	
CU-19 Reser 2 150a	Reser Stadium	2005	Room 150a Walk In Freezer	Poor	CU-19							On roof 150	
CU-20 Reser 2 315	Reser Stadium	2005	Room 315	Poor	CU-20							above NW balcony Doors	
CU-21 Reser 2 330	Reser Stadium	2005	Room 330	Poor	CU-21							On top of box	
CU-22 Reser 2 347	Reser Stadium	2005	Room 347	Poor	CU-22							Above SE balcony Doors	
CU-23 Reser 2 430	Reser Stadium	2005	Room 430	Poor	CU-23							Cond. above box	
RIF-2 Reser 2 105	Reser Stadium	2005	Room 105	Poor	RIF-2							105 Concession	
RIF-3 Reser 2 105	Reser Stadium	2005	Room 105	Poor	RIF-3							105 Concession Stand	
RIF-4 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIF-4							117 Concession Stand Storage Chest	
RIF-5 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIF-5							117 Concession Stand	
RIF-6 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIF-6							Room 117 Concessions	
RIF-7 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIF-7							Room 117 Concessions	
RIF-8 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIF-8							Room 117 Concessions	
RIF-10 Reser 2 125	Reser Stadium	2005	Room 125	Poor	RIF-10							Room 125 Concessions	
RIC-2 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIC-2							Room 117 Concessions	
RIF-11 Reser 2 315	Reser Stadium	2005	Room 315	Poor	RIF-11							Room 315 Concessions	
RIF-12 Reser 2 313	Reser Stadium	2005	Room 313	Poor	RIF-12							Room 313 Concessions	
RIF-13 Reser 2 315	Reser Stadium	2005	Room 315	Poor	RIF-13							Room 315 Concessions	
RIF-14 Reser 2 347	Reser Stadium	2005	Room 347	Poor	RIF-14							Room 347 Concessions	
RIF-15 Reser 2 355	Reser Stadium	2005	Room 355	Poor	RIF-15							Room 355	
RIF-16 Reser 2 355	Reser Stadium	2005	Room 355	Poor	RIF-16							Room 355 Concessions	
UF-1 Reser 2 105	Reser Stadium	2005	Room 105	Poor	UF-1							Room 105 Concessions	
UF-2 Reser 2 105	Reser Stadium	2005	Room 105	Poor	UF-2							Room 105 Concession Stand	
UF-3 Reser 2 117	Reser Stadium	2005	Room 117	Poor	UF-3							Room 117 Concessions	
UF-4 Reser 2 117	Reser Stadium	2005	Room 117	Poor	UF-4							Room 117 Concessions	
UF-5 Reser 2 159	Reser Stadium	2005	Room 159	Poor	UF-5							Room 159 Concessions	
RIF-9 Reser 2 176	Reser Stadium	2005	Room 176	Poor	RIF-9							Room 176 Concessions	
RIF-17 Reser 2 182	Reser Stadium	2005	Room 182	Poor	RIF-17							Outside Room 182	
RIB-1 Reser 2	Reser Stadium	2005	Room 105	Poor	RIB-1							Room 105 Concessions	
RIB-2 Reser 2	Reser Stadium	2005	Room 117	Poor	RIB-2							Room 117 Concessions	
RIB-3 Reser 2 125	Reser Stadium	2005	Room 125	Poor	RIB-3							Room 125 Concessions	
RIB-4 Reser 2 159	Reser Stadium	2005	Room 159	Poor	RIB-4							Room 159 Concessions	
RIB-5 Reser 2 182	Reser Stadium	2005	Room 182	Poor	RIB-5							Room 182 Concessions	
RIB-6 Reser 2 315	Reser Stadium	2005	Room 315	Poor	RIB-6							Room 315	
RIB-7 Reser 2 355	Reser Stadium	2005	Room 355	Poor	RIB-7							355 outside	
RIC-3 Reser 2 230	Reser Stadium	2005	Room 230	Poor	RIC-3							230 Loge Bar 2nd Floor	
RIC-4 Reser 2 230	Reser Stadium	2005	Room 230	Poor	RIC-4							230 Loge Bar	
RIC-5 Reser 2 330	Reser Stadium	2005	Room 330	Poor	RIC-5							3rd Floor Concessions-Bar	
RIC-6 Reser 2 330	Reser Stadium	2005	Room 330	Poor	RIC-6							3rd Floor middle Concessions-Bar	
RIC-7 Reser 2 330	Reser Stadium	2005	Room 330	Poor	RIC-7							3rd floor middle Concessions-Bar	
RIC-8 Reser 2 301	Reser Stadium	2005	Room 301	Poor	RIC-8							301 Concessions	
RIC-9 Reser 2 355	Reser Stadium	2005	Room 355	Poor	RIC-9							Room 355 Concessions	
HVU-4 Reser 2	Reser Stadium	7/30/2012	Room 131	Good	HVU-4	(1) 4L490	(2) 20x20x2					Rm. 131	HVAC
HVU-2 Reser 2	Reser Stadium	7/30/2012	Room 115	Good	HVU-2	(1) 4L490	(2) 20x20x2					Roof (First Floor Concessions)	
HP-3 Reser 2 179	Reser Stadium	7/30/2012	Room 179	Good	HP-3		(1) 20x28x2					roof top of SE	Ventilation
HVU-3 Reser 2	Reser Stadium	7/30/2012	Room 121	Good	HVU-3	(1) 4L490	(2) 20x20x2					Roof (First Floor Concessions)	HVAC
HVU-1 Reser 2	Reser Stadium	7/30/2012	Room 103	Good	HVU-1	(1) 4L410	(2) 16x20x2					Roof (First Floor Concessions)	HVAC
AC-38 Reser 2 143	Reser Stadium	7/30/2012	Room 143	Good	AC-38		(2) 12x20x1					concessions	HVAC
AC-33 Reser 2 114a	Reser Stadium	7/30/2012	Room 114A	Good	AC-33		(1) 20x20x1					Electrical Room	
AC-36 Reser 2 148	Reser Stadium	7/31/2012	Room 148	Good	AC-36		(2) 12x20x1					Roof (Public Safety)	Hot Water Loop Pump
HP-1 Reser 2 182	Reser Stadium	8/1/2012	Room 182	Good	HP-1		(1) 20x26x2					Room 182	
WIC-2 Reser 2 315	Reser Stadium	2005	Room 315	Poor	WIC-2							313 Roof for CU	

Reser Stadium 2 Equipment List

HVU-6 Reser 2	Reser Stadium	8/6/2012	Room 305	Good	HVU-6	(1) 4L410	(2) 16x16x2			3rd Floor NW Balcony	
HP-2 Reser 2 183	Reser Stadium	1/7/2013	Room 183	Good	HP-2		(1) 20x28x2			roof top of SE	HVAC
CU-1 Reser 2 114a	Reser Stadium	1/7/2013	Room 114a	Good	CU-1					First Floor	HVAC
CU-15 Reser 2 110	Reser Stadium	2005	Room 110	Poor	CU-15					roof	
AC-39 Reser 2 109	Reser Stadium	1/7/2013	Room 109	Good	AC-39					Room 109 Roof	
AC-30 Reser 2 110	Reser Stadium	2005	Room 110	Poor	AC-40	(1) B40	(2) 20x20x4			Electrical Room	
AC-41 Reser 2 244a	Reser Stadium	2005	Room 244a	Poor	AC-41		(1) 20x20x1			Data Room	HVAC
AC-46 Reser 2 151	Reser Stadium	2005	Room 151	Poor	AC-46					IDF Room	
CU-8 Reser 2 347	Reser Stadium	1/7/2013	Room 347	Good	CU-8					On top of room 351	
CU-7 Reser 2 315	Reser Stadium	1/7/2013	Room 315	Good	CU-7					Cond. on1 st floor sub roof?	
AC-2 Reser 2 Tower 3 2nd floor	Reser Stadium	2005	2nd floor	Poor	AC-2	(2) 5VX570	(5) 20x20x4,(5) 20x24x4			Roof Tower#3	
AC-3 Reser 2 Tower 3 3rd floor	Reser Stadium	2005	3rd Floor	Poor	AC-3	(2) 5VX570	(5) 20x20x4,(5) 20x24x4			Roof Tower #3	HVAC
CU-11 Reser 2 244a	Reser Stadium	1/7/2013	Room 244A	Good	CU-11		(1) 20x21.5x1			Data room	HVAC
AC-8 Reser 2	Reser Stadium	1/7/2013	Room 401	Good	AC-8		(2) 12x20x1			Roof	HVAC
AC-9 Reser 2	Reser Stadium	1/7/2013	Room 403	Good	AC-9		(2) 12x20x1			Roof	HVAC
AC-10 Reser 2 405	Reser Stadium	1/7/2013	Room 405	Good	AC-10		(2) 12x20x1			roof	HVAC
AC-11 Reser 2 407	Reser Stadium	1/7/2013	Room 407	Good	AC-11		(2) 12x20x1			Roof	
AC-12 Reser 2 409	Reser Stadium	1/7/2013	Room 409	Good	AC-12		(2) 12x20x1			Roof	
AC-13 Reser 2 411	Reser Stadium	1/7/2013	Room 411	Good	AC-13		(2) 12x20x1			Roof	
AC-14 Reser 2 413	Reser Stadium	1/7/2013	Room 413	Good	AC-14		(2) 12x20x1			Roof	
AC-15 Reser 2 415	Reser Stadium	2005	Room 415	Poor	AC-15		(2) 12x20x1			Roof	
AC-16 Reser 2 417	Reser Stadium	1/7/2013	Room 417	Good	AC-16		(2) 12x20x1			Roof	
AC-17 Reser 2 419	Reser Stadium	2005	Room 419	Poor	AC-17		(2) 12x20x1			Roof	
AC-18 Reser 2 421	Reser Stadium	2005	Room 421	Poor	AC-18		(2) 12x20x1			Roof	
AC-19 Reser 2 423	Reser Stadium	2005	Room 423	Poor	AC-19		(2) 12x20x1			Roof	
AC-20 Reser 2 425	Reser Stadium	1/7/2013	Room 425	Good	AC-20		(2) 12x20x1			Roof	
AC-21 Reser 2 427	Reser Stadium	2005	Room 427	Poor	AC-21		(2) 12x20x1			Roof	
AC-22 Reser 2 429	Reser Stadium	2005	Room 429	Poor	AC-22		(2) 12x20x1			Roof	
AC-23 Reser 2 431	Reser Stadium	2005	Room 431	Poor	AC-23		(2) 12x20x1			Roof	
AC-24 Reser 2 433	Reser Stadium	2005	Room 433	Poor	AC-24		(2) 12x20x1			Roof	
AC-25 Reser 2 435	Reser Stadium	2005	Room 435	Poor	AC-25		(2) 12x20x1			Roof	
AC-26 Reser 2 437	Reser Stadium	2005	Room 437	Poor	AC-26		(2) 12x20x1			Roof	
AC-27 Reser 2 439	Reser Stadium	2005	Room 439	Poor	AC-27		(2) 12x20x1			Roof	
AC-28 Reser 2 441	Reser Stadium	2005	Room 441	Poor	AC-28		(2) 12x20x1			Roof	
AC-29 Reser 2 441	Reser Stadium	2005	Room 441	Poor	AC-29		(2) 12x20x1			Roof	
AC-5 Reser 2 Roof	Reser Stadium	1/7/2013	4th floor hallway	Good	AC-5	(1) A51, (1) 54L430	(4) 20x20x2			Roof	
AC-6 Reser 2 Roof	Reser Stadium	1/7/2013	4th floor hallway	Good	AC-6	(1) A51, (1) 54L430	(4) 20x20x2			Roof	
AC-50 Reser 2 Elevator Room	Reser Stadium	2005	Elevator Room -C	Poor	AC-50		(4) 20x20x2			Roof	
AC-51 Reser 2 410	Reser Stadium	2005	Room 410	Poor	AC-51		(1) 20x21.5x1			Roof	
AC-6 VFC 207,216,217,218,221	Reser Stadium	2005	Rooms 207,216,217,218,221	Poor	AC-6	(1) BX46, (1) BX62	(4) 16x25x2, (2) 25x25x2			North Roof	
HV-13(no id Add on) Reser 2 144	Reser Stadium	2005	Room 144	Poor	HV-13		(2) 20x25x2			Room 144 Concessions	
UHC-1 Reser 2 175 Ticket Office	Reser Stadium	2005	175 Ticket Office	Poor	UHC-1					Southend Ticket Office	
UHC-2 Reser 2 175 Ticket office	Reser Stadium	2005	175 Ticket Office	Poor	UHC-2					Southend Ticket Office	
UHC-3 Reser-2 175 Ticket Office	Reser Stadium	2005	175 Ticket Office	Poor	UHC-3					Southend Ticket Office	
EW-5 Reser 2 215	Reser Stadium	2005	Room 215	Poor	EW-5					Room 215	
WHG-1 Reser 2 150	Reser Stadium	2005	Room 150 Kitchen	Poor	WHG-1					Room 150 Kithcen	
UR-1 Reser 2 401	Reser Stadium	2005	Room 401	Poor	UR-1					Room 401	
UR-2 Reser 2 403	Reser Stadium	2005	Room 403	Poor	UR-2					Room 403	
UR-3 Reser 2 405	Reser Stadium	2005	Room 405	Poor	UR-3					Room 405	
RUR-4 Reser 2 407	Reser Stadium	2005	Room 407	Poor	RUR-4					Room 407	
UR-5 Reser 2 409	Reser Stadium	2005	Room 409	Poor	UR-5					Room 409	
UR-6 Reser 2 411	Reser Stadium	2005	Room 411	Poor	UR-6					Room 411	
UR-7 Reser 2 413	Reser Stadium	2005	Room 413	Poor	UR-7					Room 413	
UR-8 Reser 2 415	Reser Stadium	2005	Room 415	Poor	UR-8					Room 415	
UR-9 Reser 2 417	Reser Stadium	2005	Room 417	Poor	UR-9					Room 417	
UR-12 Reser 2 423	Reser Stadium	2005	Room 423	Poor	UR-12					Room 423	
UR-11 Reser 2 421	Reser Stadium	2005	Room 421	Poor	UR-11					Room 421	
UR-13 Reser 2 425	Reser Stadium	2005	Room 425	Poor	UR-13					Room 425	
UR-14 Reser 2 427	Reser Stadium	2005	Room 427	Poor	UR-14					Room 427	

Reser Stadium 2 Equipment List

UR-15 Reser 2 429	Reser Stadium	2005	Room 427	Poor	UR-15						Room 427	
CU-6 Reser 2 444a	Reser Stadium	8/6/2012	Room 444a	Good	CU-6				38HDC018-351LA		444A	
CU-5 Reser 2 314	Reser Stadium	10/30/2012	Room 314	Good	CU-5				38HDC018351LA	06905X24310	1st Floor Sub Roof	
CU-17 Reser 2 410	Reser Stadium	2005	Room 410	Poor	CU-17				38HDC048-331LA	4204X97129	Roof	
AC-45 Reser 2 444a	Reser Stadium	8/6/2012	Room 444A	Good	AC-45				40QKB024_3	140410032B	Room 444a	
AC-42 Reser 2 314	Reser Stadium	10/30/2012	Room 314	Good	AC-42				40QKB024---3	1404100330	RM 314	Ductless
AC-37 Reser 2 150	Reser Stadium	12/31/2005	Room 150	Poor	AC-37		(1) 5VX570	(5) 20x20x4,(5) 20x24x4	48AKT025KNQ74117	1205F10528	Kitchen	HVAC
AC-1 Reser 2 Tower 2 3rd Floor	Reser Stadium	8/6/2012	3rd Floor	Good	AC-1		(2) 5VX570	(5) 20x20x4,(5) 20x24x4	48AYT050KSQ74117	1205F10535	Tower#2 roof	Air Conditioning (AC)
AC-7 Reser 2	Reser Stadium	10/31/2005	Room 160	Poor	AC-7			(2) 12x20x1	48GX02404321	1005G21235	Above Kitchen	
AC-4 Reser 2 Tower 4 roof	Reser Stadium	9/30/2005	Elevator Rm South	Poor	AC-4			(3) 12x24x1	48GX060090311	0905G21080	Tower #4 roof	Air Conditioning (AC)
AC-35 Reser 2 142	Reser Stadium	5/3/2005	Room 142	Poor	AC-35				F1348NF048	1405A73316	Roof	

Sports Performance Center Equipment List

UNIT	BUILDING	INSTALL DATE	LOCATION	ASSET CONDITION	LABELED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES
HVS- SPC	Sports Performance Center	7/30/2012	Offices	Good	HVS					FBOU0709002700	Offices
AC-10 SPC Offices	Sports Performance Center	2008	Offices	Moderate	AC-10				25HBR360A610	2607633896	Offices
CU-2 SPC Telecom	Sports Performance Center	2008	TelecomRoom	Moderate	CU-2				MSY-A17NA	70008988T	TelecomRoom
AC-4 SPC 102	Sports Performance Center	2008	Elevator Room 102	Moderate	AC-4				MUY-A17NA	7000995T	Elevator Room 102
CU-1 SPC Telecom Room	Sports Performance Center	2008	Telecom Room	Moderate	CU-1				MUY-A17NA	70008988T	Telecom Room
AC-3 SPC 103	Sports Performance Center	11/28/2012	Telecom Room 103	Good	AC-3				MUY-A17NA	70008988T	Telecom Room 103
AC-7 SPC Fitness	Sports Performance Center	2008	Fitness Area	Moderate	AC-7		(1) 4L260	(10) 16x25x2, (10) 16x20x2	RCS0360CLA	FB0707090031	Fitness Area
AC-6 SPC Wrestling Roof	Sports Performance Center	2008	Wrestling	Moderate	AC-6		(2) A56, (1) A86	(10) 16x25x2, (10) 16x20x2	RCS036CYY	FB0u07090032	Wrestling
AC-5 SPC North end Wrestling	Sports Performance Center	2008	North End Wrestling	Moderate	AC-5		(1) BX61	(6) 16x20x2	RM-010-3-0	200709	North End Wrestling
ACU-2 Sports Performance Center	Sports Performance Center	10/26/2013		Good	ACU-2				RM-010-3-0-BA		Fitness Area
AC-8 SPC Fitness	Sports Performance Center	2008	Fitness Area	Moderate	AC-8		(2) A56, (1) A86	(10) 16x25x2, (10) 16x20x2	RPS036CLA	FB010709002	Fitness Area
AC-9 SPC Offices	Sports Performance Center	2008	Offices	Moderate	AC-9			(1) 20x24x1	RPS036CLA	FB0407090031	Offices

Truax Practice Facility Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES	ADDITIONAL INFO
HV-4	Truax Whole Building	11/29/2012	Building	Very Good	CSU-14K	Ventilation	(1) 18.5x21.5x1	(6) 24x24x2	2001911-01		East Roof (Middle)	
EF-4 Truax Electrical	Truax Practice Facility	1/4/2013	Electrical	Good	EF-4		(1) 3L220				Electrical	Exhaust Fan
EF-9 Truax Concession Stand	Truax Practice Facility	2001	Concession stand	Poor	EF-9		(1) 3L200				Concession stand	Exhaust Fan
PMP-1 Truax	Truax Practice Facility	2001	Mechanical Room	Poor	PMP-1			Grease Pumps			Mechanical Room	Hot Water Loop Pump
PMP-2 Truax	Truax Practice Facility	2001	Mechanical Room	Poor	PMP2			Grease Pumps			Mechanical Room	Hot Water Loop Pump
HV-1 Truax Whole Building	Truax Practice Facility	11/29/2012	Buildiing	Good	HV-1			(6) 24x24x2	CSU-14k	2001911-0	Buildiing	Exhaust Fan
HV-2 TruaxWhole Building	Truax Practice Facility	11/29/2012	Building	Good	HV-2			(6) 24x24x2	CSU-14K	2001911-0	Building	Ventilation
HV-3 Truax Whole Building	Truax Practice Facility	11/29/2012	Buildiing	Good	HV-3			(6) 24x24x2	CSU-14K	2001911-0	Buildiing	Ventilation
HV-5 Truax Whole Building	Truax Practice Facility	11/29/2012	Building	Good	HV-4			(6) 24x24x2	CSU-14K	2001911-0	Building	Ventilation
EF-8 Truax Storage	Truax Practice Facility	1/4/2013	Storage	Good	HV-5		(1) AX22		CUBE 100 4 X	01D03518	Storage	Exhaust Fan
EF-3 Truax Rest Room	Truax Practice Facility	1/4/2013	Bathroom Rest Room	Good	EF-8		(1) AX24		CUBE 100 4 X	01D03517	Bathroom Rest Room	Exhaust Fan
EF-1 Truax Rest Rooms	Truax Practice Facility	1/4/2013	Bathroom Rest Roms	Good	EF-3		(1) AX24		CUBE 180 5 X	01D03575	Bathroom Rest Roms	Exhaust Fan
EF-2 Truax Rest Room	Truax Practice Facility	1/4/2013	Bathroom Rest Room	Good	EF-2		(1) AX24		CUBE 180 5 X	01D03576	Bathroom Rest Room	Exhaust Fan
EF-6 Truax Fire Room	Truax Practice Facility	1/4/2013	Mech/Fire Room	Good	EF-6		(1) AX23		CUBE-10-4-X	01D03516	Mech/Fire Room	Exhaust Fan
EF-5 Truax Electrical	Truax Practice Facility	1/4/2013	Electrical	Good	EF-5		(1) 3L220		CUVW-1008-4X		Electrical	Exhaust Fan
EF-7 Truax Mechanical Room	Truax Practice Facility	11/5/2012	Mechanical Room	Good	EF-7		(1) 3L220		DU50HFA	1641134	Mechanical Room	Exhaust Fan

Valley Football Center Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELED	BELT	FILTER	MODEL	SERIAL	SERVES	ADDITIONAL INFO
AC-3 VFC 203,204,206,208	Valley Football Center	N/A	Rooms 203,204,206,208	Good	AC-3	(1) BX46, (1)	(4) 16x25x2, (2) 25x25x2			Rooms 203,204,206,208	
AC-5 VFC	Valley Football Center	N/A	N/A	Good	AC-5	(1) AX44	(2) 16x25x2			N/A	HVAC
AC-7 VFC 303,304,313,315,317	Valley Football Center	N/A	Rooms 303,304,313,315,317	Good	AC-7	(2) BX35, (1)	(6) 16x20x2			Rooms 303,304,313,315,317	
AC-8 VFC	Valley Football Center	N/A	N/A	Good	AC-8	(1) 5VX570	(4) 16x20x2			N/A	
AC-9 VFC	Valley Football Center	N/A	N/A	Poor	AC-9	(1) AX48	(4) 16x20x2			N/A	
AC-10 VFC 330 east	Valley Football Center	N/A	Room 330 east	Poor	AC-10					Room 330 east	
AC-35 VFC	Valley Football Center	N/A	N/A	Poor	AC-35					N/A	
AC-47 VFC	Valley Football Center	N/A	N/A	Poor	AC-47					Middle Roof	
AC-48 VFC	Valley Football Center	N/A	N/A	Poor	AC-48					Middle Roof	
MUA-1 VFC	Valley Football Center	N/A	N/A	Poor	MUA-1	(1) BX44	(2) 16x20x2, (2) 20x25x2			Middle Roof	
MUA-9 VFC 336	Valley Football Center	N/A	Room 336	Poor	MUA-9	(2) BX41	(2) 20x20x2, (2) 20x25x2			North Roof Cat walk	
CU-1 VFC Locker Room	Valley Football Center	N/A	Locker Room East	Poor	CU-1					South Roof	
CU-2 VFC Locker Room	Valley Football Center	N/A	Locker Room West	Poor	CU-2					North Roof	
CU-4 VFC	Valley Football Center	N/A	N/A	Poor	CU-4					Middle Roof	
WIC-1 VFC 336	Valley Football Center	N/A	Room 336	Poor	WIC-1					Kitchen 336	
WIF-1 VFC 336	Valley Football Center	N/A	Room 336	Poor	WIF-1					336 Kitchen	
RIC-1 VFC 336	Valley Football Center	N/A	Room 336	Poor	RIC-1					336 Kitchen	
B-1 VFC 336	Valley Football Center	N/A	Room 336	Poor	B-1					336 Kitchen	
UH-1 VFC 002 Basement	Valley Football Center	N/A	B2 Basement	Poor	UH-1	(1) AX22				Basement	
WH-4 VFC	Valley Football Center	N/A	Room 106	Poor	W-4					Room 106	
WH-1 VFC	Valley Football Center	N/A	N/A	Poor	WH-1					Middle Roof	
WH-2 VFC	Valley Football Center	N/A	N/A	Poor	WH-2					Middle Roof	
WH-3 VFC	Valley Football Center	N/A	N/A	Poor	WH-3					Middle Roof	
EF-1 VFC 336 Kitchen Grill	Valley Football Center	N/A	336 Kitchen Grill	Poor	EF-1	(1) AX34				Kitchen Grill VFC	
EF-2 VFC 336 Kitchen Steamer	Valley Football Center	N/A	336 Kitchen Steamer	Poor	EF-2	(1) AX20				Kitchen Steamer VFC	
EF-5 VFC	Valley Football Center	N/A	N/A	Poor	EF-5					Middle Roof	
IM-1 VFC 120 Training Room	Valley Football Center	N/A	120 Training Room	Poor	IM-1					Training Room 120	
IM-2 VFC 120 Training Room	Valley Football Center	N/A	120 Training Room	Poor	IM-2					Training Room 120	
IM-3 VFC 336	Valley Football Center	N/A	336 Kitchen	Poor	IM-3					Kitchen VFC	
CU-7 VFC 002 Basement	Valley Football Center	N/A	B2 Basement	Poor	CU-7	(1) AX38	(1) 24x24x2			North Basement Wall	
AC-4 VFC 208	Valley Football Center	N/A	Room 208	Poor	AC-4					West Entrance Outside	
HF VFC 336 Grill	Valley Football Center	10/31/2013	Room 336	Good	HF			CUBE-360XP-15-6		VFC Kitchen	Hood Fan
AC-1 VFC Locker Room	Valley Football Center	11/2/2012	Locker Room east	Good	AC-1	(1) BX38, (1)	(6) 16x20x2	RH-13-3-232	96KHGK295	South Roof	HVAC
AC-2 VFC Hall 115, 120,122,129	Valley Football Center	8/9/2012	115 Hall, 120, 122, 129	Good	AC-2	(2) BX35, (1)	(6) 16x20x2	RH-13-3-EO-232	96KHGK296	North Roof	HVAC

Gill Coliseum Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELLED	BELT	FILTER	MODEL	SERIAL	SERVES	ADDITIONAL INFO
UH-1 Gill 009	Gill Coliseum	N/A	Room 009	Very Poor	UH1					Room 9	
UH-2 Gill 011	Gill Coliseum	N/A	Room 011 Basement	Very Poor	UH2					Equipment Room	
UH-3 Gill 011	Gill Coliseum	N/A	Room 011 Basement	Very Poor	UH3					Equipment Room	
UH-4 Gill 011	Gill Coliseum	N/A	Room 011 Basement	Very Poor	UH4					Equipment Room	
UH-5 Gill 017	Gill Coliseum	N/A	Room 017 Basement	Very Poor	UH5					Room 017	
UH-6 Gill 017a	Gill Coliseum	N/A	Room 017a Basement Locker Room	Very Poor	UH6					Room 017a Vis. Locker Room	
UH-7 Gill 017b	Gill Coliseum	N/A	Room 017b Locker Room Basement	Very Poor	UH7					Room 017b Vis. Locker Room	
UH-8 Gill 023	Gill Coliseum	N/A	Room 023 Basement	Very Poor	UH8					Room 023 Basement	
UH-9 Gill 017c	Gill Coliseum	N/A	Room 017c Locker Room Basement	Very Poor	UH9					Room 017c Vis. Locker Room Basement	
HV-1 Gill 009	Gill Coliseum	N/A	Room 009a Basement	Very Poor	HV1					North Outside	
PMP-1 Gill 061b Training pool	Gill Coliseum	2013	061B Training Room Pool	Good	PMP-1					Training Pool	Grease Pumps
PMP-2 Gill 061b Training pool	Gill Coliseum	2013	061B Training Room Pool	Good	PMP-2					Training Pool	Grease Pumps
PMP-3 Gill 061b Training Pool	Gill Coliseum	2013	061B Training Room Pool	Good	PMP-3					Training Pool	Grease Pumps
PMP-4 Gill 061b Training pool	Gill Coliseum	2013	061B Training Room Pool	Good	PMP-4					Training Pool	Grease Pumps
EF-1 Gill 110	Gill Coliseum	2005	Room 110	Moderate	EF-1					Room 110	
EF-2 Gill 120	Gill Coliseum	N/A	Room 120	Very Poor	EF-2	(1) A69				Room 120	
EF-3 Gill 017d	Gill Coliseum	N/A	Room 017d Basement Locker Room	Very Poor	EF-3	(1) AX53				017d Vis. Locker Room Basement	
EF-4 Gill 231a	Gill Coliseum	N/A	Room 231a	Very Poor	EF-4					Above ceiling room 231a	
EF-5 Gill 215a	Gill Coliseum	N/A	Room 215a	Very Poor	EF-5					Above ceiling room 215a	
EF-6 Gill 209b	Gill Coliseum	N/A	Room 209b	Very Poor	EF-6					Above Ceiling room 209b	
EF-7 Gill 201	Gill Coliseum	N/A	Room 201	Very Poor	EF-7					Above ceiling room 201	
EF-8 Gill 130	Gill Coliseum	N/A	Room 130	Very Poor	EF-8					Room 130	
IM-1 Gill	Gill Coliseum	N/A	Room 061d Training Room	Moderate	IM-1					Room 061d Training Room	
IM-2 Gill 061d Training Room	Gill Coliseum	N/A	Room 061d Training Room	Moderate	IM-2					Room 061d Training Room	
RIF-2 Gill 207	Gill Coliseum	N/A	Room 207	Very Poor	RIF-2					Room 207 Concession Stand	
RIF-3 Gill 227	Gill Coliseum	N/A	Room 227	Very Poor	RIF-3					Room 227 Concession Stand	
HV-6 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-6	(2) B90	(12) 20x25x2			Upper Ceiling of Arena at end	
HV-7 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-7	(2) B90	(12) 20x25x2			Upper Ceiling of Arena	
HV-8 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-8	(2) B90	(12) 20x25x2			Upper Ceiling of Arena	
HV-4 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-4	(2) B90	(12) 20x25x2			Gym	
HV-10 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-10	(2) B93	(12) 20x25x2			Upper Ceiling of Arena	
HV-11 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-11	(2) B90	(12) 20x25x2			Upper Ceiling of Arena	
HV-12 Gill 130	Gill Coliseum	N/A	Room 130	Very Poor	HV-12	(1) AX64				Room 130	
HV-13 Gill MUA-1 134	Gill Coliseum	N/A	Room 134	Very Poor	HV-13	(2) BX46	(10) 16x25x2			South end of Bulding, C	
HV-14 Gill MUA-2 112	Gill Coliseum	N/A	Room 112	Very Poor	HV-14	(1) B68	(10) 16x25x2			Offices Northend Ceiling Above	
HV-15 Gill CUH-3 105	Gill Coliseum	1/28/2013	Rest Room 105	Good	HV-15					Room 105 Mens Rom	
AC-1 Gill Equipment Room	Gill Coliseum	N/A	Equipment Room	Moderate	AC-1		(24) 12x24x2			Equipment Room	
RIB-1 Gill	Gill Coliseum	N/A	2nd Floor North ramp outside	Very Poor	RIB-1					2nd Floor North ramp outside	
RIB-2 Gill	Gill Coliseum	N/A	2nd Floor South ramp outside	Very Poor	RIB-2					2nd Floor South ramp outside	
HV-50 Gill 203	Gill Coliseum	1/7/2013	Room 203	Good	HV-50			4900401	FRX524PUJU	Room 203	
HV-5 Gill 004	Gill Coliseum	N/A	Room 004	Poor	HV-5		(25) 20x24x2	CAH027GDCM	FBOU0907011440	Basement 004 Boiler room	
HV-3 Gill 004	Gill Coliseum	N/A	Room 004	Poor	HV-3		(12) 24x24x2	CAH027GDGM	FBOUD60701552	Basement Boiler Room Room 4	
HV-2 Gill 203	Gill Coliseum	7/26/2012	Room 203	Good	HV-2			FTX524DUJU	E00752	North Ramp Rooftop	
RIC-1 Gill 227	Gill Coliseum	N/A	Room 227	Poor	RIC-1			GHT2-32WUT	38176-5H	Room 227 Concession Stand	
WH-1 Gill 106	Gill Coliseum	N/A	Room 106	Poor	WH1			M250T60S-1NCWW	EK11205895	Room 106	
RIF-1 Gill 130	Gill Coliseum	N/A	Room 130	Poor	RIF-1			T-23F	1-4145037	Room 130 Concession stand	
EF-2 Reser 2 115	Gill Coliseum	N/A	Room 115	Poor	EF-2	(1) AX48				1st Floor Concession	

Goss Stadium Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELED	BELT	FILTER	MODEL	SERIAL	SERVES
PMP-1 Goss Coleman	Goss Stadium	1999		Poor	PMP-1		Grease Pumps			North Bldg. Rom 110
EF-3 Goss Coleman 110	Goss Stadium	2009	Roof Hatch Room 110	Moderate	EF-3	(1) 3L210				North bldg N. of hatch
EF-4 Goss Coleman 110	Goss Stadium	2009	Roof Hatch Room 110	Moderate	EF-4					North bldg S. of hatch
AH1 Supply Goss Coleman	Goss Stadium	2009	3rd Floor Skybox	Moderate	AH1	(1) 4L540	(2) 20x25x2			S. Bldg AM102
HV-7 (Hot Water Loop)Goss Coleman	Goss Stadium	1999	Mens Rest Room -DO not know which one	Poor	HV-7					Mens Room
UR-1 Goss Coleman South Concession Area 2nd level	Goss Stadium	2009	South 2nd level Concession Area	Moderate	UR-1					South 2nd Floor Concession Area
RIR-2 Goss Coleman North Concession Area 2nd level	Goss Stadium	2009	North 2nd level Concession Area	Moderate	RIR-2					North 2nd level Concession Area
AH1 Return Goss Coleman	Goss Stadium	2009	3rd Floor Skybox	Moderate	AH1	(1) 4L460				S. Bldg AM102
EF-6 Goss Coleman Concession Main	Goss Stadium	1999	Concession Stand NW Main Gate	Poor	EF-6	(1) 4L250		AGH11418	B31110	North end of Concession Stand 10' up
HV-1 Goss Coleman	Goss Stadium	1999	Lockerroom	Poor	HV-1			CUH175F15	98L041	N. Bldg. 1st Floor 099
HV-2 Goss Coleman	Goss Stadium	1999	Lockerroom	Poor	HV-2			CUH175F15		N. Bldg. 1st Floor 099
AH-2 Return Goss Coleman	Goss Stadium	2009	3rd Floor Skybox	Moderate	AH-2 Return	(1) 4L470		MCCB008UA0COUA	K08A00227	S. Bldg AM102
AH-2 Supply Goss Coleman	Goss Stadium	2009	3rd Floor Skybox	Moderate	AH-2 Supply	(1) 4L540	(2) 20x25x2	MCCB008UA0COUB	K08A0219	S. Bldg AM102
EV-17 Goss Coleman Telecom Room	Goss Stadium	1999	Telecom Room	Poor	EV-17			PIA-A12BA	71A0012AB	North Bldg. 1st Floor
EV-13 Goss Coleman Room A 109 C	Goss Stadium	1999	Room A 109 C	Poor	EV-13			PLAA12BA	71A00119B	Room A 109 C
EV-19 Goss Coleman ?	Goss Stadium	N/A	N/A	Poor	EV-19			PLA-A12BA	71A00117B	S. Bldg Rooftop
CU-18 Goss Coleman Skybox	Goss Stadium	N/A	N/A	Poor	CU-18			PUX-812N11A2	716007858	South Bldg. Rooftop
CU-16 Goss Coleman Telecom	Goss Stadium	1999	Telecom Room	Poor	CU-16			PUYA12NHA2	72U00418A	Under Bleachers
CU-12 Goss Coleman 109	Goss Stadium	1999	Room A 109 C	Poor	CU-12			PUYA12NHA3	72U00405A	South Roof
EF-7 Goss Coleman 102	Goss Stadium	1999	North Bldg. Room 102 Pressbox	Poor	EF-7	(1) 3L310		SWB-213-4CCW-4B-X	11238586	3rd Floor Press Box
EF-5 Goss Coleman Concession Main	Goss Stadium	1999	Concession Stand NW Main Gate	Poor	EF-5	(1) 4L250		VPB1-122-4-2	B31109	South End of Concession stand 10' up
PMP-2 Goss Coleman	Goss Stadium	1999		Poor	PMP-2		Grease Pumps			North Bldg. Room 110
Ice Machine	Goss Stadium	2/1/2015	Locker room	Very Good	IM1			Scotsman N0622A-1D	1.30213E+13	Locker room
HVAC	Goss Stadium	2/2/2015	East Outside	Very Good	AC1			Train 4YC26036A3075CA	1425KLF9H	
HVAC	Goss Stadium	2/3/2015	East Outside	Very Good	MAU1	4L420 Belt	(2) 20x20x2	Greenheck ERCH-20-18H-4P-16	13951280	

Rowing Facility Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES
HVAC Fancoil	Rowing Facility	9/3/2011	Lobby	Good	FCU1		No belt	8.875x42.125x1 Filter	Trane Y2M147AA	T11B07641	Lobby
HVAC Fancoil	Rowing Facility	9/3/2011	Lobby	Good	FCU2		No belt		Trane Y2M147AA	T11B07642	Lobby
HVAC Fancoil	Rowing Facility	9/3/2011	Entry	Good	FCU3		No belt				Entry
HVAC Fancoil	Rowing Facility	9/3/2011	Entry	Good	FCU4		No belt				Entry
HVAC Fancoil	Rowing Facility	9/3/2011	Hallway	Good	FCU5		No belt				Hallway
HVAC Fancoil	Rowing Facility	9/3/2011	Hallway	Good	FCU6		No belt				Hallway
HVAC Fancoil	Rowing Facility	9/3/2011	Hallway	Good	FCU7		No belt				Hallway
Water Heater	Rowing Facility	9/3/2011	Laundry	Good	HW1				Cyclonexi BTH250A100	928105900	Laundry
Water Heater	Rowing Facility	9/3/2011	Laundry	Good	HW2				Cyclonexi BTH250A100	1346M00916	Laundry
Exhaust Fan	Rowing Facility	9/3/2011	Rooftop	Good	EF1		(1)4L190 Belt		Greenheck GB-091-3-X	1.24229E+11	Locker room
Exhaust Fan	Rowing Facility	9/3/2011	Rooftop	Good	EF2		(1)3L190 Belt		Greenheck GB-091-4-X	1.24229E+11	Locker room
Exhaust Fan	Rowing Facility	9/3/2011	Rooftop	Good	EF3		(1)3L190 Belt		Greenheck GB-091-4-X	12428791104	Locker room

Basketball Practice Facility Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELLED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Supply 1						
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Return 2						
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Return 3						
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Return 4						
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Return 5						
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Return 6						
HVAC	Basketball Practice	7/1/2013	Lower Roof	Very Good	AC1		(10)16x25x2, (10)16x20x2				
HVAC	Basketball Practice	7/1/2013	Lower Roof	Very Good	AC2		(6) 16x20x2				
HVAC	Basketball Practice	7/1/2013		Very Good	CU1						
Exhaust Fan	Basketball Practice	7/1/2013		Very Good	EF1	Greenheck	min Lube -131-5-x			109726850708A20Be	
Ceiling Fan	Basketball Practice	7/1/2013	Lower Court	Very Good	CF1						
Ceiling Fan	Basketball Practice	7/1/2013	Lower Court	Very Good	CF2						
Ceiling Fan	Basketball Practice	7/1/2013	Lower Court	Very Good	CF3						
Ceiling Fan	Basketball Practice	7/1/2013	Lower Court	Very Good	CF4						
Ceiling Fan	Basketball Practice	7/1/2013	Upper Court	Very Good	CF5						
Ceiling Fan	Basketball Practice	7/1/2013	Upper Court	Very Good	CF6						
Ceiling Fan	Basketball Practice	7/1/2013	Upper Court	Very Good	CF7						
Ceiling Fan	Basketball Practice	7/1/2013	Upper Court	Very Good	CF8						
Ventilation	Basketball Practice	7/1/2013		Very Good	HRU1	Heat Recovery Unit					
Space Heater	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	UH1						
Space Heater	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	UH1						
Boiler-gas	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	B1						
Boiler-gas	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	B2						
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	HWP1						
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	HWP2						
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	HWP3						
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	HWP4						
HVAC	Basketball Practice	7/1/2013	Lower Roof	Very Good	CH1	Chiller					
Pump	Basketball Practice	7/1/2013	Lower Roof	Very Good	CHWP1	Chiller Pump					
Pump	Basketball Practice	7/1/2013	Lower Roof	Very Good	CP1	Circulation Pump					
Pump	Basketball Practice	7/1/2013	Lower Roof	Very Good	Cp2	Circulation Pump					
HVAC	Basketball Practice	7/1/2013		Very Good	ATU	Air T Unit					
Water Heater	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	WH1						
Water Heater	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	WH2						
Water Heater	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	WH3						
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	DP1	Domestic Hot Water Pump 1					
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	BP1	Booster pump					
Pump	Basketball Practice	7/1/2013	Elevator	Very Good	SP1	Sump Pump/Elevator					
HVAC	Basketball Practice	7/1/2013	Elevator	Very Good	CU1	Condensing Unit Daikin		Rkn12keusu		C001976	
Ventilation	Basketball Practice	7/1/2013	Upper Roof	Very Good	LP1	Louver Penthouse Exhaust/Intake 1					
Ventilation	Basketball Practice	7/1/2013	Upper Roof	Very Good	LP2	Louver Penthouse Exhaust/Intake 2					
Ventilation	Basketball Practice	7/1/2013	Upper Roof	Very Good	LP3	Louver Penthouse Exhaust/Intake 3					
Ventilation	Basketball Practice	7/1/2013	Upper Roof	Very Good	LP 4	Louver Penthouse Exhaust/Intake 4					
HVAC	Basketball Practice	7/1/2013	Upper Roof	Very Good	ACU 6						
Ice Machine	Basketball Practice	7/1/2013	1st Floor	Very Good	IM1						
Ice Machine	Basketball Practice	7/1/2013	3rd Floor or Level 2	Very Good	IM2						
Reach-in (Refrigerator)	Basketball Practice	7/1/2013	1M	Very Good	RF1						
Reach-in (Refrigerator)	Basketball Practice	7/1/2013	2M	Very Good	RF2						
Sauna	Basketball Practice	7/1/2013	SPC 2nd Floor Lockerroom	Very Good	S1						
Whirlpool	Basketball Practice	7/1/2013	SPC 2nd Floor Lockerroom	Very Good	P1						

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**EXHIBIT B
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OSU Standard 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
- disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(_____) _____

Title: _____ Fax:(_____) _____

FEIN ID# or SSN# (required): _____ Email: _____

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation
- Partnership
- LLC
- Sole Proprietorship
- Non-Profit

**EXHIBIT C
REFERENCES**

REFERENCE 1

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 2

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 3

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

**EXHIBIT D
PRICELIST**

1) Yearly Preventative Maintenance Cost related to the Scope of Work for all equipment listed in Attachment C.

EA = Cost Per Visit

YR = Total Cost per year

LS = Total Cost of Preventative Maintenance per year for all equipment.

A - Reser Stadium 1	\$ _____ / EA X 2 = \$ _____ / YR
A1 - Reser Stadium 2	\$ _____ / EA X 3 = \$ _____ / YR
B - Sports Performance Center	\$ _____ / EA X 2 = \$ _____ / YR
C - Truax	\$ _____ / EA X 2 = \$ _____ / YR
D - Valley Football Center	\$ _____ / EA X 3 = \$ _____ / YR
E - Gill Coliseum	\$ _____ / EA X 3 = \$ _____ / YR
F - Goss Stadium	\$ _____ / EA X 2 = \$ _____ / YR
G - Rowing Facility	\$ _____ / EA X 2 = \$ _____ / YR
H - Basketball Practice Center	\$ _____ / EA X 2 = \$ _____ / YR

Total Preventative Maintenance Cost per Year
(A+A1+B+C+D+E+F+G+H) = _____/LS

EXHIBIT E
REPAIR AND ON-CALL SUPPORT CONTRACT SAMPLE

REPAIR AND ON-CALL SUPPORT
OSU ATHLETICS HVAC EQUIPMENT
OREGON STATE UNIVERSITY

This Repair and On-Call Support (“Contract”), effective upon the last signature of a party to it, is between:

“Contractor”:

and “Owner”:
Oregon State University
Construction Contracts Administration
644 SW 13th Ave.
Corvallis, OR 97333

(each, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Owner issued certain Solicitation Documents inviting proposers firms to provide repair and on-call support related services to Owner; and

WHEREAS, Owner having received and evaluated the responses to the Solicitation Documents, now desires to award a Contract to Contractor; and

WHEREAS, Contractor desires to provide repair and on-call support services to Owner; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound agree as follows:

AGREEMENT

1. INCORPORATION OF TERMS AND DOCUMENTS

Contractor agrees to provide preventative maintenance, repair, and on-call service related services of HVAC/R equipment located in OSU Athletics buildings (“Work”) to Owner in accordance with this Contract; with the General Conditions for Public Improvement Contracts, Oregon State University, dated July 1, 2014 (the “General Conditions”), included as Attachment I, the Pricing for Repairs and on-call support, included as Attachment II, and the Equipment List, included as Attachment III, all attached hereto and incorporated herein by this reference, (“Contract Documents”) and listed in ascending order for purposes of precedence. Capitalized terms not otherwise defined in this Contract shall have the meanings ascribed to them in the General Conditions.

2. WORK

Owner may request Work of Contractor pursuant to Contract Documents for specific repair or on-call activity (each, a “Work Unit”) throughout the Term (as defined below) of the Contract. Upon receipt of such a request (each such request, a “Request”), Contractor may respond to the Request for specific Work, as defined in the Request. Contractor’s response shall state fixed-price or a maximum not-to-exceed price for the Work, in accordance with the Request, this Contract and the conditions of the Work Unit.

Upon Owner’s election to award a Work Unit to Contractor, the scope and cost of the Work with regard to each such specific Work Unit will be specified in a written Contract amendment (each, an “Amendment”) and a Notice to Proceed may be issued. The form of such Amendments may be a purchase order or a contract amendment. The Owner shall reserve the right to determine which contract form for each Amendment. Each such Amendment shall be incorporated into the Contract Documents upon full execution thereof. From time to time, Owner and Contractor may elect to amend an Amendment by way of a modification to the Amendment, related to the scope of work of the Amendment (each such modification to an amendment, a “Modification”). Each such Modification shall be incorporated into the Contract Documents upon full execution thereof.

The type of work anticipated under this Contract may include, but is not limited to, the following: routine repairs to equipment listed in Attachment III to maintain Athletics facilities, on-call services to repair equipment after failures, on-site event support, replacement of equipment, and demolition and disposal of equipment.

Contractor’s Work shall comply with the Contract Documents and Applicable Laws and shall be performed in accordance with the professional skill, care, and standards of other professionals performing similar work under similar conditions as well as adhere to the OSU Construction Standards (<http://fa.oregonstate.edu/cpd/contact-us/site-help/contractors-consultants-and-vendors>).

3. OWNER DOES NOT GUARANTEE THAT WORK WILL BE REQUESTED

Contractor acknowledges and agrees that, until execution of an Amendment requiring repair or on-call support activities, Owner does not warrant or guarantee that any Work will be requested or authorized under this Contract. No Work shall be undertaken by Contractor pursuant to this Contract without a fully executed Amendment, detailing the specific Work associated with a Work Unit.

4. COMPENSATION

Owner agrees to compensate Contractor for Work in accordance with the Contract Documents. If Contractor is to be compensated on a time and materials basis, Contractor shall provide Owner with a listing of wage rates, material unit costs, and material mark-up charges for the Work Unit in Contractor’s response to Owner’s Request for Work.

Labor hourly rates and material mark-up percentage are indicated in Attachment II. The labor rate is all inclusive of total price to arrive to work site and perform required work. No mark-up in addition to the labor rate will be allowed. The material mark-up percentage shall be added to materials required for repairs and inclusive of profit, overhead and Contractor’s indirect costs.

As a condition precedent to Owner’s obligation to make any payment due Contractor under this Contract, Contractor shall provide Owner with its Social Security or federal employer identification number, as applicable.

5. TERM AND TERMINATION

The term of this Contract (the "Term") commences on the full execution hereof and expires on June 30, 2017. Owner has the option, but not the obligation to extend the Term of this Contract for five (5) additional twelve month terms based on the current terms and conditions. In addition to Owner's rights provided in the General Conditions, Owner may terminate this Contract immediately upon Contractor's default under this Contract or any Amendment or Modification issued hereunder.

6. MINIMUM WAGE RATES.

Contractor and all subcontractors shall comply with the applicable provisions, as listed in ORS 352.138, of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the General Conditions.

7. PERFORMANCE AND PAYMENT BONDS

Contractor shall provide to Owner a performance bond and a separate payment bond in accordance with the General Conditions for each separate Work Unit, pursuant to an Amendment in the amount of the Contract Price for that Work Unit, when required by Owner. Receipt of such bonds by Owner shall be a condition precedent to the effectiveness of any Amendment or Modification and to any payment due Contractor under such Amendment or Modifications.

8. PAYMENTS

Contractor shall submit applications for payment and Owner shall make payments for Work completed by Contractor in accordance with the General Conditions.

9. INSURANCE

Contractor shall maintain in full force, at its own expense, and for the Term, any and all insurance required by the Contract Documents.

10. OWNERSHIP OF WORK PRODUCT

Any Plans, Specifications, reports, or other materials required to be delivered by Contractor pursuant to an Amendment, whether completed, partially completed or in draft form (the "Work Product") shall be the exclusive property of Owner. Owner and Contractor intend that such Work Product be deemed "work made for hire" under 17 U.S.C. §101, as amended, of which Owner will be deemed the author. Contractor hereby irrevocably assigns to Owner all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Owner may reasonably request or require in order to fully vest such rights in Owner. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC Sec. 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If applicable, Contractor will comply with Applicable Laws governing patents, copyrights, licenses and trademarks and will pay all required fees to the holders thereof. Contractor shall indemnify, defend (with counsel acceptable to Owner) and hold harmless Oregon State University, and their respective Board members, agents and employees of and from any and all claims, demands, losses, causes of action, damages, lawsuits,

judgments, including attorneys' fees and costs, arising out of or relating to patent, license, copyright, and trademark infringements arising out of the actions of Contractor, its subcontractors, agents, and employees.

11. AMENDMENTS

Any change to the terms and conditions of this Contract shall be made only upon a fully executed written Amendment or Modification that is clearly identified as an Amendment or Modification to this Contract.

12. NOTICES

Except as otherwise expressly provided for in the Contract Documents, any notices to be given to OSU shall be given in writing by personal delivery or mailing the same, postage prepaid to Oregon State University at the address listed below. Any notice so addressed and mailed shall be deemed to be given five (5) calendar days after the date of mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.

Contractor: <To be determined>

Owner: Jake Gibson
Assistant Director of Athletics, Operations
Oregon State University
114 Gill Coliseum
660 SW 26th Street
Corvallis, OR 97331

With a copy to:
Construction Contracts Administration
Oregon State University
644 SW 13th Ave.
Corvallis, OR 97333

13. LICENSING; LEGAL CAPACITY TO CONDUCT BUSINESS

Contractor shall be licensed to do business in the State of Oregon and shall continuously maintain all licenses required by Applicable Laws for the operation of its business or performance of the Work under this Contract throughout the Term. Contractor represents and warrants that it has, at all time, legal capacity to do business and perform the Work in the State of Oregon before entering into any Amendment.

14. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES

Contractor shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to its respective business, products or service, employment obligations and the subject matter of this Contract. Contractor shall at all times comply with all applicable Standards, Policies, and procedures of OSU, including, without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.

14. EXECUTION AND COUNTERPARTS

This Contract and any Amendment or Modification hereto may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

15. SEVERABILITY

If any term or provision of the Contract Documents is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract Documents did not contain the particular term or provision held to be invalid.

16. MERGER AND WAIVER CLAUSE

THIS CONTRACT, TOGETHER WITH THE OTHER CONTRACT DOCUMENTS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO CONSENT OR WAIVER OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING, CLEARLY IDENTIFIED AS A CONSENT OR WAIVER OF TERMS OF THIS CONTRACT, AND SIGNED BY THE PARTY AGAINST WHOM IT IS TO BE ENFORCED. ANY SUCH CONSENT OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS HEREOF, the Parties have duly executed this Contract as of the dates indicated below.

_____, Contractor Oregon State University, Owner

Signature Date

Michael J. Green, Date
Interim Vice President for Finance and
Administration

Print Name

Title

ATTACHMENT I
General Conditions for Public Improvement Contracts
Oregon State University
July 1, 2014

**OREGON STATE UNIVERSITY
GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS**

July 1, 2014

INSTRUCTIONS: The attached **Oregon State University General Conditions for Public Improvement Contracts ("Public Improvement General Conditions")** apply to all designated Public Improvement contracts. Changes to the Public Improvement General Conditions (including any additions, deletions or substitutions) should only be made by attaching Public Improvement Supplemental General Conditions. The text of these Public Improvement General Conditions should not otherwise be altered.

TABLE OF SECTIONS

SECTION A
GENERAL PROVISIONS

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE
- A.5 INDEPENDENT CONTRACTOR STATUS
- A.6 RETIREMENT SYSTEM STATUS AND TAXES
- A.7 GOVERNMENT EMPLOYMENT STATUS

SECTION B
ADMINISTRATION OF THE CONTRACT

- B.1 OWNER'S ADMINISTRATION OF THE CONTRACT
- B.2 CONTRACTOR'S MEANS AND METHODS
- B.3 MATERIALS AND WORKMANSHIP
- B.4 PERMITS
- B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS
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**OREGON STATE UNIVERSITY
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
("Public Improvement General Conditions")**

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

AMENDMENT, means a writing which, when fully executed by the Parties to this Contract, constitutes a change to a Contract Document. Amendments shall be issued in accordance with the changes provisions of Section D and, if applicable, establish a Contract Price or Contract Time adjustment.

APPLICABLE LAWS, means federal, state and local laws, codes, rules, regulations and ordinances applicable to the Work and to the Contract.

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

CHANGE ORDER, means a written order issued by the Owner to be later included as an Amendment. A Change Order shall not be effective until codified as an Amendment.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these Public Improvement General Conditions.

CONSTRUCTION CHANGE DIRECTIVE, means a written order by the Owner to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.

CONTRACT, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Public Improvement Contract, Public Improvement General Conditions, Supplemental General Conditions if any, the accepted Offer, Plans, Specifications, Construction Change Directives, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors,

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates, as indicated in the Contract Documents.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, Medicare and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); bond premiums, rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

MWESB REPORT, means an accurate report by the Contractor to the Owner identifying all Minority, Women and Emerging Small Business (MWESB) enterprises, as those terms are defined in ORS 200.005, receiving contracts throughout the course of the Work. An initial MWESB report is required (see Section E.2.9) and MWESB Reports are required annually (see Section E.2.9) and as a condition of final payment (see Section K.1). The initial report shall include the total number of contracts and subcontracts awarded to MWESB enterprises and the dollar value of their respective contracts and subcontracts. The annual reports shall include the total number of contracts and subcontracts awarded to MWESB enterprises, the dollar value of each, and the expenditure toward each contract and subcontract during the previous twelve (12) months. The final report shall include the total number of contracts and subcontracts awarded to MWESB enterprises and the dollar value of their respective contracts and subcontracts including all Contracts and Amendments incorporated during the course of the project. The reports shall only include enterprises certified with the State of Oregon as MWESB enterprises and shall include individual identification of each enterprise as a Minority business enterprise, a Women business enterprise, and/or an Emerging Small Business Enterprise, as applicable.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

OFFER, means a bid in connection with Instructions to Bidders or a proposal in connection with a Request for Proposals.

OFFEROR, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices and supplies at the job site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the job site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means Oregon State University(OSU). Owner may elect, by written notice to Contractor, to delegate certain duties to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these Public Improvement General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PUNCH LIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to Owner, operational and maintenance manuals, shop drawings, Construction Change Directives, MWESB Reports, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these Public Improvement General Conditions, recording all Services performed.

SOLICITATION DOCUMENT, means Instructions to Bidders or Offerors or a Request for Proposal or a Request for Quotes.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner. The decision of the Owner is final.

PUBLIC IMPROVEMENT SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these Public Improvement General Conditions. Public Improvement Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

WORK, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

- (a) Amendments and Construction Change Directives, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) Public Improvement General Conditions;
- (d) The Public Improvement Contract;
- (e)) Construction Change Directive;
- (f) Division One (General Requirements) of the Specifications;
- (g) Detailed Schedules of finishes, equipment and other items included in the Specifications;
- (h) Plans and Specifications (other than Division One and the Detailed Schedules to the Specifications);
- (i) Large-scale drawings on Plans;
- (j) Small-scale drawings on Plans;
- (k) Dimension numbers written on Plans which shall prevail and take precedence over dimensions scaled from Plans;
- (l) The Solicitation Document, and any addenda thereto.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner, who may delegate that duty in some instances to the Architect/Engineer.

Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner (or Architect/Engineer).

- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with Applicable Laws.
- A.4.4 If the Contractor believes that adjustments to cost or Contract Time is involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600.

Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

- A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.
- A.7.2 Contractor represents and warrants that Contractor is not an employee of the State of Oregon for purposes of performing Work under this Contract

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The Owner shall administer the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.
- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**B.2 CONTRACTOR'S MEANS AND METHODS:
MITIGATION OF IMPACTS**

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities.

**B.5 COMPLIANCE WITH GOVERNMENT
REGULATIONS**

- B.5.1 Contractor shall comply with Applicable Laws pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable:
- (i) Title VI and VII of Civil Rights Act of 1964, as amended;
 - (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended;
 - (iii) the Health Insurance Portability and Accountability Act of 1996;
 - (iv) the Americans with Disabilities Act of 1990, as amended;
 - (v) ORS Chapter 659; as amended;
 - (vi) ORS Chapter 659A; as amended;
 - (vii) all regulations and administrative rules established pursuant to the foregoing laws; and
 - (viii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and
- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.
 - (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or this Contract when performing the Work.

- B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 to 701.068 at the time they submit their bids to the Contractor.
- B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-00100. You may obtain copies of the rules by calling the center at (503)232-1987.
- B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner shall be confirmed in writing to the Contractor.

B.7 INSPECTION

- B.7.1 Owner shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that

does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner, shall be removed and replaced at the Contractor's expense.

- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the Owner, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner, the uncovering and restoration will be paid for pursuant to an Amendment.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations shall have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

B.8 SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B.9 ACCESS TO RECORDS

- B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of

Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

- B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

B.10 WAIVER

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

B.11 SUBCONTRACTS AND ASSIGNMENT

- B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these Public Improvement General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.
- B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.12 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor shall

coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract shall fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

B.15 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.16 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Benton County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

B.17 ALLOWANCES

B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

B.17.2 Unless otherwise provided in the Contract Documents:

- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Amendment. The amount of the Amendment shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).

- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
- (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.18.4 approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that

the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) an Amendment or Construction Change Directive has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner.

B.19 SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner and only in accordance with an Amendment or Construction Change Directive. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor: represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.20 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

B.21 FUNDS AVAILABLE AND AUTHORIZED

If Owner fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in its assessment and ranking of the policy objectives explicit or implicit in Owner's budget, Owner may

determine it is necessary to and may terminate the Public Improvement Contract.

B.22 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

SECTION C WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Pursuant to ORS 279C.830(1)(c), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 As a condition to Owner's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the public contracting agency under such contract.
- C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital

care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract to the extent Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

SECTION D CHANGES IN THE WORK

D.1 CHANGES IN WORK

- D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. An Amendment or Change Order is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.
- D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All changes to the Work shall be documented and Amendments shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:
- (a) Modification of specifications and design.
 - (b) Increases or decreases in quantities.
 - (c) Increases or decreases to the amount of Work.
 - (d) Addition or elimination of any Work item.
 - (e) Change in the duration of the project.
 - (f) Acceleration or delay in performance of Work.
 - (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under the provisions

of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (a) Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

On Labor.....	15%
On Equipment.....	10%
On Materials.....	10%

- (d) When adjustments to or deletions from the Work under D.1.3(c) are invoiced by an authorized Subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by an Amendment as follows:

\$0.00 - \$5,000.00	10%, and then
Over \$5,000.00	5%

Notwithstanding the foregoing, the maximum aggregate markup to be billed shall not exceed 10% regardless of the number of Subcontract tiers.

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to an Amendment or Change Order. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written authorization from Owner in the form of an Amendment or Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be

required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

D.1.5 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under this Contract, Contractor shall submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of Owner's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by Owner's request for adjustments to or deletions from the Work and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the adjustments to compensation and Contract Time requested. The Contractor shall analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for adjustments to compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this section does not give any Person, not a party to the Contract the right to bring a claim against Owner, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for adjustment to compensation or Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made, unless and only to the extent otherwise provided in the Contract Documents, to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of neither other parts of the Work nor the completion of the whole Work within the Contract Time.
- (c) Do not impact activities on the accepted critical path schedule.
- (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

D.2.1.2 Unavoidable Delays include delays other than Avoidable Delays that are:

- (a) To the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) To the extent caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner immediately of differing site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the owner agree that a differing site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.1.5 for adjustments to or deletions from Work. If the Owner disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.
- (c) To the extent caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.

(d) To the extent caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

- (i) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (ii) daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

D.2.2 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, then unless otherwise prohibited by law, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these Public Improvement General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D.3.4 The Owner's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the

filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- D.3.6 Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section D.3.5. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Owner's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- D.3.7 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the Owner.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule shall provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

E.2 APPLICATIONS FOR PAYMENT

- E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest for overdue invoices at the rate of two-thirds of one percent per month on the progress payment, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within forty-five (45) days from the latest of:

- (a) The date of the receipt of the accurate invoice;
- (b) The date Owner receives the correct application for payment if no invoice is received;
- (c) The date all goods and services have been received; or
- (d) The date a Claim is made certain by agreement of the parties or by operation of law.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers (EFT) through Automated Clearing House (ACH) payments. If Owner makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

E.2.2 .2 Contractor shall submit to the Owner an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____,
Dated: _____,

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.

(d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.

(e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the project site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.

(f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.

(g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under this Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.

(h) All required documentation shall be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents,
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e)) damage to the Work, Owner or another contractor;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for

payment until the Contract Price has been adjusted by an Amendment or Change Order;

- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and
- (d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.2.9 Contractor shall submit its initial MWESB Report within ten (10) Days of Contractor's execution of the Contract, or if there will be a Guaranteed Maximum Price (GMP) Amendment, then within ten (10) Days of Contractor's execution of the GMP Amendment. Contractor shall submit annual MWESB Reports on June 30 of each year the Contract is active. Contracts (or GMP Amendments) first executed by Contractor within ninety (90) Days before June 30 of the year of execution by Contractor may at the discretion of Owner be exempt from submitting the annual MWESB Report otherwise due on that June 30. The final MWESB Report shall be filed with the application for final payment. Timely receipt of MWESB Reports by Owner shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Owner's receipt of payroll certification pursuant to Section C.2 of this Contract shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

E.4 DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under this Contract from any state agency other than the agency that is a party to this Contract.

E.5 RETAINAGE

E.5.1 .1 Retainage shall be withheld and released in accordance with the requirements set forth in OSU Standard580-063-0045.

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;
- (b) for construction projects over \$1,000,000, that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or
- (c) that the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims in the manner and priority as set forth for retainage.

When the Owner has accepted the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request for option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainages.

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two-thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the 15-Day period.

E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the controller of the Owner that the Contractor has deposited in an escrow account with a bank or

trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.

- E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.

E.6 FINAL PAYMENT

- E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

SECTION F JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the Owner. Contractor shall follow the Owner's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Work site safety. Work site safety shall be the responsibility of the Contractor.

- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the site.

- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.

- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be prudent or ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1. Contractor shall be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of this Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all Applicable Laws;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- (c) promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws, including but not limited to 40 CFR Part 302, Table 302.4 and in OAR 340-142-0050, to applicable federal, state, and local regulatory and emergency response agencies. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release between Contractor and members of the press or Stat, local or federal officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well-being of Contractor's or any Subcontractor's work force, property or the environment.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. Notwithstanding the foregoing, the Contractor will diligently pursue the Work contemplated under this Contract to the extent possible during Force Majeure events. The Owner may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

SECTION G
INDEMNITY, BONDING, AND
INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1., (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract, (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

G.2.1 When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects), the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract

Documents. Before execution of the Contract the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2015, Chapter 279C, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of this Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor if Contractor is negligent. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at their sole and absolute discretion.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and

by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 General Liability Insurance:

G.3.4.1 Commercial General Liability: Upon issuance of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance covering bodily injury and property damage in the amount of \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on site.

G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.

G.3.4.4 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

G.3.4.5 Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.

G.3.4.6 Pollution Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Pollution liability Insurance in minimum amounts of \$3,000,000 naming Owner as "additional insured," as noted in the "additional insured section below.

G.3.5 Additional Insured: The general liability insurance coverage, professional liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000 limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to this Contract, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees Owner reserves the right to withhold payment to Contract until evidence of reinstated or replacement coverage is provided to Owner.

G.3.7 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for this contract. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. If required by the Contract Documents, Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.

H.1.2 Unless specifically extended by an Amendment or Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the provisions of Section D.1.

H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by project components, labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

H.3.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I *CORRECTION OF WORK*

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner,

whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its own forces. If Owner completes the repairs using Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

I.2.2 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.

I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.

I.2.4 The on-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner

I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

J.2.3 COMPENSATION FOR SUSPENSION

J.2.4 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions

of the Owner, the Contractor may be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party shall owe the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

- (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner; or
- (f) If Contractor is otherwise in breach of any part of the Contract.
- (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and, in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of Owner or the public.

J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or

facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

- J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.
- I.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire project to Owner. Record Documents shall depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed, and accurate MWESB Reports.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

K.3 COMPLETION NOTICES

- K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.
- K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after

all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

K.4 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. The O & M Manual shall be used as a basis for training. In addition to any off-site training required by the Contract Documents, training shall include a formal session conducted at the Work site after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the Owner.

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.8 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, site admittance badges, and all other pertinent items. Upon notice from Owner, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

K.9 SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

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ATTACHMENT II – PRICING FOR REPAIRS AND ON-CALL SUPPORT

PRICING FROM EXHIBIT F OF THE SUCCESSFUL
PROPOSERS BEST AND FINAL PRICING SUBMISSION
SHALL BE PLACED IN THIS SECTION OF THE FINALIZED
CONTRACT

ATTACHMENT III – EQUIPMENT LIST

Asset Condition Key

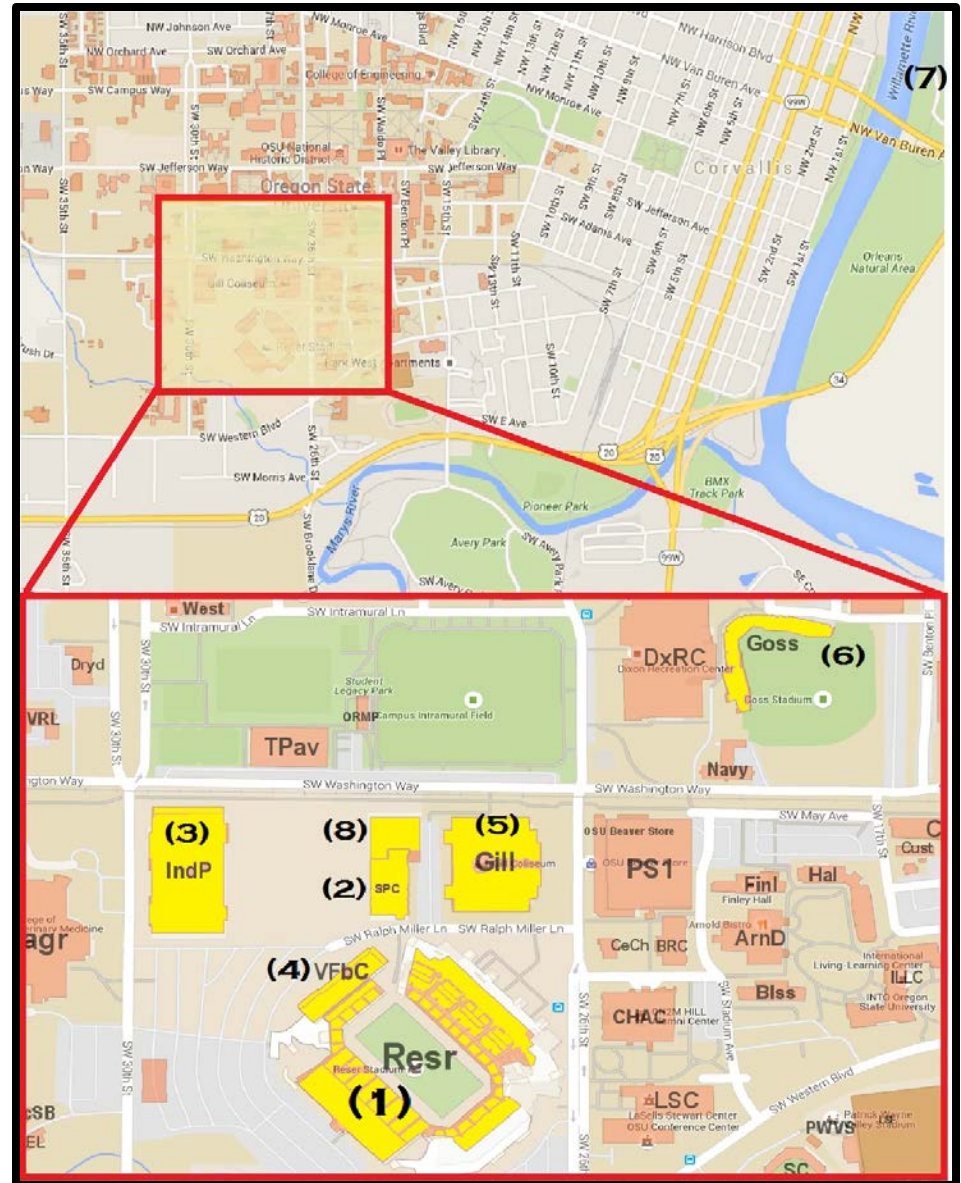
- Very Poor = Unit needs to be replaced
- Poor = Prone to breakdowns, recommended replacement
- Moderate = 5-10 years old, requires regular maintenance
- Good = 3-5 years old, unit in good condition, warranty most likely expired
- Very Good = 1-3 years old, warranty still in place
- N/A = Information not available at this time

Building Location

- 1 - Reser Stadium
- 2 - Sports Performance Center
- 3 - Truax Practice Facility
- 4 - Valley Football Center
- 5 - Gill Coliseum
- 6 - Goss Stadium
- 7 - Rowing Facility (off Hwy 34 by next to Trysting Tree Golf Course)
- 8 - Basketball Practice Center

Acronym Key

- | | |
|---|--|
| <ul style="list-style-type: none"> AC – Air Conditioning ACU – Air Conditioning Unit AH – Air Handler B - Boiler CF – Ceiling Fan CH – Chill Water Pump CHWP- Chilled Water Pump CP – Chiller Pump CSU – Constant Supply Unit CU- Condensing Unit DP – Differential Pressure TrEF- Exhaust Fan EHW – Hot Water Pump EV –Evaporated EWB – Electric Water Heater FCU – Fan Cooling Unit HF – Hood Fan HP – Heat Pump HRU- Heat Recovery Unit HV – Heated Ventilation HVU – Heating Ventilation Unit HW – Hot Water HWP – Hot Water Pump IM – Ice Machine LP-Low Pressure | <ul style="list-style-type: none"> MAU-Make Up Air Unit(same as below) MUA-Make Up Air Unit P-(No such thing missing a letter) PCU-Pollution Control Unit PMP-Pump RF – Return Fan RIB-Reach In RIC-Reach In Cooler RIF-Reach In Freezer RIR-Reach In Refrigeration(Chest Freezer) RUR-Refrigerator Upright S-Supply SEF-Shutter Exhaust Fan SF-Snap Fan SP-Static Pressure UF-Upright Freezer UH – Unit Heater UHC-Unit Heater Coil UR- Upright Refrigerator W-(missing extra letter) WH – Water Heater WHG-Water Heater Gas HWP – Hot Water Pump WIC-Walk In Cooler WIF-Walk In Freezer |
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Reser Stadium 1 Equipment List

UNIT	BUILDING	INSTALLED	LOCATION	ASSET CONDITION	LABELLED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES	ADDITIONAL INFO
EW-15 Reser 1 Press Box Level	Reser Stadium	2005	Janitor Room Press Box	Poor	EW-15						Janitor Room Press Box	
WH-14 Reser 1 178	Reser Stadium	2005	Room 178	Poor	WH-1						Room 178	
WH-1 Reser-1 Concession Stand #1	Reser Stadium	2005	2nd Floor Concession Stand #1	Poor	WH-1						2nd Floor Concession Stand #1	
WH-4 Reser 1 Concession Stand #4	Reser Stadium	2005	Concession stand #4	Poor	WH-4						Concession stand #4	
WH-3 Reser-1 Concession Stand #3	Reser Stadium	2005	Concession stand #3	Poor	WH-3						Concession stand #3	
WH-2 Reser 1 Concession Stand #2	Reser Stadium	2005	Concession stand #2	Poor	WH-2						Concession stand #2	
RIB-8 Reser 1 Concession stand #1	Reser Stadium	2005	2nd Floor Concession Stand #1	Poor	RIB-8						2nd Floor Concession Stand #1	
RIB-9 Reser 1 Concession Stand #2	Reser Stadium	2005	2nd Floor Concession Stand #2	Poor	RIB-9						2nd Floor Concession Stand #2	
RIB-10 Reser 1 Concession Stand #3	Reser Stadium	2005	2nd Floor Concession Stand #3	Poor	RIB-10						2nd Floor Concession Stand #3	
RIB-11 Reser 1 Concession Stand #4	Reser Stadium	2005	2nd Floor Concession Stand #4	Poor	RIB-11						2nd Floor Concession Stand #4	
PMP-7 Reser 1	Reser Stadium	2005	Middle Ground Floor	Poor	PMP-7			Grease Pumps			In Mech. Room located under Stadium	
EV-3 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	EV-3				ACM076AE	D01406467	1st Floor Ground Southend Rollup	
EV-2 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	EV-2				ACM076AE	D01406468	1st Floor Ground Southend Rollup	
EV-1 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	EV-1				ECM130BE	D01E05647	1st Floor Ground Southend Rollup	
CU-24 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	CU-24				LZT055LGC	T01501987	1st Floor Ground Southend Rollup	
CU-25 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	CU-25				LHT020H2C	T01501986	1st Floor Ground Southend Rollup	
WIC-6 Reser 1 Concession Bay	Reser Stadium	2005	1st Floor Ground Southend Rollup	Poor	WIC-6				LHT020H2C	T0101986	1st Floor Ground Southend Rollup	
WIF-2 Reser 1 Concession Bay	Reser Stadium	2005	Ground 1st Floor Southend Rollup	Poor	WIF-2				LZT055L6C	T01101487	Ground 1st Floor Southend Rollup	
AC-53 Reser 1	Reser Stadium	2005	Skybox 2	Poor	AC-53			(1) 20x20x1	YCC018F1LOAA	F24159309	Roof	
AC-54 Reser 1 Skybox 3	Reser Stadium	2005	Skybox 3	Poor	AC-54			(1) 20x20x1	YCC018F1LOAA	F24159315	Roof	
AC-55 Reser 1 Skybox 4	Reser Stadium	2005	Skybox 4	Poor	AC-55			(1) 20x20x1	YCC018F1LOAA	F24159321	Roof	
AC-56 Reser 1	Reser Stadium	2005	Skybox 5	Poor	AC-56			(1) 20x20x1	YCC018F1LOAA	F24159319	Roof	
AC-57 Reser 1 Skybox 6	Reser Stadium	2005	Skybox 6	Poor	AC-57			(1) 20x20x1	YCC018F1LOAA	F24159313	Roof	
AC-58 Reser 1 Skybox 7	Reser Stadium	2005	Skybox 7	Poor	AC-58			(1) 20x20x1	YCC018F1LOAA	F24159320	Roof	
AC-59 Reser 1 Skybox 8	Reser Stadium	2005	Skybox 8	Poor	AC-59			(1) 20x20x1	YCC018F1LOAA	F1855089	Roof	
AC-60 Reser 1 Skybox 9	Reser Stadium	2005	Skybox 9	Poor	AC-60			(1) 20x20x1	YCC018F1LOAA	F24159318	Roof	
AC-61 Reser 1 Skybox 10	Reser Stadium	2005	Skybox 10	Poor	AC-61			(1) 20x20x1	YCC018F1LOAA	F24159316	Roof	
AC-62 Reser 1 Skybox 11	Reser Stadium	2005	Skybox 11	Poor	AC-62			(1) 20x20x1	YCC018F1LOAA	F24159317	Roof	
AC-63 Reser 1 Skybox 12	Reser Stadium	2005	Skybox 12	Poor	AC-63			(1) 20x20x1	YCC018F1LOAA	F24159314	Roof	
AC-64 Reser 1 Pres-Alum Skybox	Reser Stadium	2005	Presidents-Alumni Skybox	Poor	AC-64			(1) 16x28.5x1	YCC018F1LOAA	F04143294D	Roof	
AC-52 Reser 1 AD Skybox	Reser Stadium	2005	Athletic Directors Skybox	Poor	AC-52			(1) 16x28.5x1	YCC36A3LOBA	F06142814D	On Roof	HVAC

Reser Stadium 2 Equipment List

UNIT	BUILDING	INSTALLED	LOCATION	ASSET CONDITION	LABELLED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES	ADDITIONAL INFO
PCU-2 Reser 2 159	Reser Stadium	2005	Room 159	Poor	PCU-2		(2) BX52	(2) 24x24x4			1st Floor	
PCU-1 Reser 2 105	Reser Stadium	1/7/2013	Room 105	Good	PCU-1		(2) BX50	(2) 24x24x4			Room 105	
HVU-5 Reser 2	Reser Stadium	2005	Room 157	Poor	HVU-5		(1) 4L410	(2) 16x20x2			Roof ofconcewssion standTower#4	
HVU-7 Reser 2	Reser Stadium	1/7/2013	Room 309	Good	HVU-7		(1) 4L410	(2) 16x16x2			3rd Floor NW Balcony	
HVU-8 Reser 2	Reser Stadium	2005	Room 357	Poor	HVU-8		(1) 4L410	(2) 16x16x2			3rd floor SE Balcony	
HVU-9 Reser 2 361/363	Reser Stadium	1/8/2013	Room 361/363	Good	HVU-9		(1) 4L410	(2) 16x16x2			3rd floor SE Balcony	
HVU-10(no id add on) Reser 2 114	Reser Stadium	2005	Room 114	Poor	HVU-10			(1) 24x24x2			Electrical Room	
SEF-1 Reser 2 351	Reser Stadium	1/8/2013	3rd Floor	Good	SEF-1		(2) BX75				On top of Rm 351	
SF-1 Reser 2 351	Reser Stadium	1/8/2013	3rd floor	Good	SF-1		(1) AX33				On top of Rm 351	
SEF-2 Reser 2 347-351	Reser Stadium	2005	3rd Floor	N/A	SEF-2		(2) BX75				On top of Room 347-351	
SF-2 Reser 2 351	Reser Stadium	2005	3rd Floor	Poor	SF-2		(1) AX35	Alum. mesh filters			On top of Room 351	
MAU-1 Reser 2 150	Reser Stadium	2005	Room 150	Poor	MAU-1		(1) BX76				Roof (1st Floor Kitchen)	
EF-8 Reser 2 359	Reser Stadium	1/8/2013	Room 359	Good	EF-8		(1) 4L220				359 Roof	
HV-11(no id add on) Reser 2 244	Reser Stadium	2005	Room 244	Poor	HV-11			(2) 20x25x2			Electrical Room	
HV-12(no id add on) Reser 2 214	Reser Stadium	2005	Room 214	Poor	HV-12			(2) 20x25x2			Electrical Room	
UH-29 Reser 2 503a	Reser Stadium	2005	Room 503a	Poor	UH-29						Tower#1?	
UH-30 Reser 2 Tower #4 Stairs 5th	Reser Stadium	2005	Stairwell Tower #4 5th floor	Poor	UH-30						Stairwell Tower#4 5th floor	
UH-26 Reser 2 Tower #2 Stairs 4th	Reser Stadium	2005	4th Floor tower #2 Stairwell	Poor	UH-26						4th Floor tower #2 Stairwell	
UH-33 Reser 2 Tower #2 Stairs 5th Pantry	Reser Stadium	2005	5th floor Tower#2 Stairwell	Poor	UH-33						5th floor Tower#2 Stairwell	
UH-28	Reser Stadium	2005	4th Floor Tower#4 Stairwell	Poor	UH-28						4th Floor Tower#4 Stairwell	
B-1 Reser 2 501	Reser Stadium	2005	Boiler Room 501	Poor	B-1						Tower 1# Boiler Room	
PMP-4 Reser 2	Reser Stadium	1/8/2013	501 Boiler Room	Good	PMP-4	Grease Pumps					Boiler Room	
PMP-5 Reser 2	Reser Stadium	1/8/2013	501 Boiler Room	Good	PMP-5	Grease Pumps					501 Boiler Room	
PMP-6 Reser 2	Reser Stadium	1/8/2013	501 Boiler Room	Good	PMP-6	Grease Pumps					501 Boiler Room	
EW-12 Reser 2 436	Reser Stadium	2005	Room 436	Poor	EW-12						Janitor Room	
UH-27 Reser 2 430	Reser Stadium	2005	Room 430	Poor	UH-27						Room 430	
CU-13 Reser 2 414a	Reser Stadium	1/8/2013	Room 414a	Good	CU-13						Electrical Room	
EW-11 Reser 2 Tower # 4 Roof	Reser Stadium	2005	Tower 4 Roof	Poor	EW-11						Roof(Tower #4)	
EHW-8 Reser 2 Tower #4 Roof	Reser Stadium	2005	Tower 4 Roof	Poor	EHW-8						Roof (Tower #4)	
EW-9 Reser 2 Tower#4 Roof	Reser Stadium	2005	Tower 4 Roof	Poor	EW-9						Roof(Tower #4)	
EF-12 Reser 2 169-173	Reser Stadium	1/8/2013	Room 169-173	Good	EF-12		(1) 3L210				Roof (South End Zone)	
EF-4 Reser 2 169-173	Reser Stadium	1/8/2013	Room 169-173	Good	EF-4						Roof (South End Zone)	
EF-9 Reser 2 169-173	Reser Stadium	1/8/2013	Room 169-173	Good	EF-9		(1) 3L210				Roof (South End Zone)	
EF-7 Reser 2 169-173	Reser Stadium	1/8/2013	Room 169-173	Good	EF-7		(1) 3L210				Roof (South End Zone)	
EF-5 Reser 2 169-173	Reser Stadium	1/8/2013	Room 169-173	Good	EF-5		(1) AX28				Roof (South End Zone)	
EF-10 Reser 2 Concession	Reser Stadium	2005	South Concessions	Poor	EF-10		(1) 3L210				South Concessions	
EF-14 Reser 2 Tower 4	Reser Stadium	1/8/2013	Tower 4	Good	EF-14		(1) 4L200				Roof(Tower #4)	
EF-16 Reser 2 Tower 4	Reser Stadium	1/8/2013	Tower 4	Good	EF-16		(1) 4L200				Roof(Tower #4)	
EF-20 Reser 2 Tower 4	Reser Stadium	1/8/2013	Tower 4	Good	EF-20		(1) 4L200				Roof(Tower #4)	
EF-15 Reser 2 Tower 4	Reser Stadium	1/8/2013	Tower 4	Good	EF-15		(1) AX26				Roof(Tower #4)	
EF-17 Reser 2 169-173	Reser Stadium	2005	Room 169-173	Poor	EF-17		(1) 4L220				Roof(Tower #4)	
EF-13 Reser 2 Tower 4	Reser Stadium	1/8/2013	Tower 4	Good	EF-13		(1) AX21				Roof(Tower #4)	
EF-19 Reser 2 Tower 4	Reser Stadium	2005	Tower 4	Poor	EF-19		(1) 4L200				Roof(Tower #4)	
AC-44 Reser 2 414a	Reser Stadium	1/8/2013	414a	Good	AC-44						Data Room	
UH-21 Reser 2 Tower #2 Stairs 3rd	Reser Stadium	2005	3rd Floor Tower #2 Stairwell	Poor	UH-21						3rd Floor Tower #2 Stairwell	
UH-23 Reser 2 Tower #2 Stairs 3rd	Reser Stadium	2005	3rd Floor Tower #2 Stairwell	Poor	UH-23						3rd Floor Tower #2 Stairwell	
CU-12 Reser 2 344a	Reser Stadium	2005	Room 344a	Poor	CU-12						Data Room	
EW-10 Reser 2 361	Reser Stadium	2005	Room 361	Poor	EW-10						Room 361	
UH-24 Reser 2 330	Reser Stadium	2005	Room 330	Poor	UH-24						Room 330	
UH-22 Reser 2 320a	Reser Stadium	2005	Room 320a	Poor	UH-22						320a room	
UH-20 Reser 2 Tower #4 Stairs 2nd	Reser Stadium	2005	2nd floor Tower #4 Stairwell	Poor	UH-20						2nd floor Tower #4 Stairwell	
EW-7 Reser 2 307	Reser Stadium	2005	Room 307	Poor	EW-7						Room 307	

Reser Stadium 2 Equipment List

UH-16 Reser 2 Tower #1 2nd	Reser Stadium	2005	2nd Floor Tower #1 Stairwell	Poor	UH-16						2nd Floor Tower #1 Stairwell
AC-43 Reser 2 344a	Reser Stadium	1/10/2013	Room 344a	Good	AC-43						Room 344a Data room
UH-18 Reser 2 Tower #3 Stairs 2nd	Reser Stadium	2005	2nd Floor Tower#3 Stairwell	Poor	UH-18						2nd Floor Tower#3 Stairwell
CU-2 Reser 2 214a	Reser Stadium	2005	Room 214a	Poor	CU-2						2nd Floor Northwest
AC-47 Reser 2 347	Reser Stadium	2005	Room 347	Poor	AC-47		(1) 20x21.5x1				On top of Rm 351
AC-48 Reser 2 347	Reser Stadium	2005	Room 347	Poor	AC-48						
AC-40 Reser 2 214a	Reser Stadium	2005	214a Data Room	Poor	AC-40						214a Data Room
CU-4 Reser 2 151	Reser Stadium	2005	Room 151	Poor	CU-4						Room 151
CU-10 Reser 2 142	Reser Stadium	2005	Room 142	Poor	CU-10						Roof of room 142
CU-3 Reser 2 109	Reser Stadium	2005	Room 109	Poor	CU-3						Roof of room 109
UH-17 Reser 2 220a	Reser Stadium	2005	Room 220a	Poor	UH-17						Room 220a
UH-19 Reser 2 230	Reser Stadium	2005	Room 230	Poor	UH-19						Room 230
EW-6 Reser 2 231	Reser Stadium	2005	Room 231	Poor	EW-6						2nd Floor Room 231
UH-15 Reser 2 Tower #4 Stairs 1st	Reser Stadium	2005	1st Floor Tower#4 Stairwell	Poor	UH-15						1st Floor Tower#4 Stairwell
UH-13 Reser 2 Tower #3 Stairs 1st	Reser Stadium	2005	1st Floor Tower#3 Stairwell	Poor	UH-13						1st Floor Tower#3 Stairwell
UH-11 Reser 2 Tower #2 Stairs 1st	Reser Stadium	2005	1st Floor Tower#2 Stairwell	Poor	UH-11						1st Floor Tower#2 Stairwell
UH-31 Reser 2 178	Reser Stadium	2005	Room 178	Poor	UH-31		(1) 9x31x1				Room 178
UH-3 Reser 2	Reser Stadium	2005	Room 176	Poor	UH-3		(1) 9x31x1				Room 176
UH-4 Reser 2	Reser Stadium	2005	Room 176	Poor	UH-4		(1) 9x31x1				Room 176
UH-6 Reser 2	Reser Stadium	2005	Room 173	Poor	UH-6		(1) 9x31x1				Room 173
UH-5 Reser 2	Reser Stadium	2005	Room 173	Poor	UH-5		(1) 9x31x1				Room 173
UH-32 Reser 2 169	Reser Stadium	2005	Room 169	Poor	UH-32						Room 169
UH-9 Reser 2 159	Reser Stadium	2005	Room 159	Poor	UH-9						Room 159
UH-8 Reser 2 159	Reser Stadium	2005	Room 159	Poor	UH-8						Room 159
UH-7 Reser 2 133	Reser Stadium	2005	Room 133	Poor	UH-7						Room 133
UH-14 Reser 2 130	Reser Stadium	2005	Room 130	Poor	UH-14						Room 130
UH-1 Reser 2 105	Reser Stadium	2005	Room 105	Poor	UH-1						Room 105
UH-2 Reser 2 105	Reser Stadium	2005	Room 105	Poor	UH-2						Room 105
UH-10 Reser 2 106	Reser Stadium	2005	Room 106	Poor	UH-10						Room 106
UH-12 Reser 2 120a	Reser Stadium	2005	Room 120a	Poor	UH-12						Room 120a
UH-25 Reser 2 355	Reser Stadium	2005	Room 355	Poor	UH-25						Room 355
UH-34 Reser 2 (No # assigned 34) 127	Reser Stadium	2005	Room 127	Poor	UH-34						Room 127
B-2 Reser 2 501	Reser Stadium	2005	501 Boiler Room	Poor	B-2						Boiler room 501 Tower#1
EW-3 Reser 2 121b	Reser Stadium	2005	Room 121b	Poor	EW-3						Room 121b
PMP-1 Reser 2	Reser Stadium	2005	Room 143	Poor	PMP-1						Room 143
PMP-2 Reser 2	Reser Stadium	2005	Room 143	Poor	PMP-2						Room 143
PMP-3 Reser 2	Reser Stadium	2005	Room 143	Poor	PMP-3						Room 143
EW-2 Reser 2 161	Reser Stadium	2005	Room 161	Poor	EW-2						Room 161
EW-4 Reser 2 155	Reser Stadium	2005	Room 155	Poor	EW-4						Room 155
EW-1 Reser 2 111	Reser Stadium	2005	Room 111	Poor	EW-1						Room 111
WH-2 Reser 2 150	Reser Stadium	2005	Room 150	Poor	WH-2						Room 150
UH-35 Reser 2 (labeled 5 but changed to 35) 123	Reser Stadium	2005	Room 123	Poor	UH-35						Room 123
EF-6 Reser 2 150	Reser Stadium	2005	Room 150	Poor	EF-6		(1) AX28				1st Floor concession
EF-27 Reser 2 150	Reser Stadium	1/14/2013	Room 150	Good	EF-27		(1) 4L200				1st Floor Concession
EF-26 Reser 2 150	Reser Stadium	2005	Room 150	Poor	EF-26		(1) 4L230				1st Floor Concession
EF-3 Reser 2 121	Reser Stadium	2005	Room 121	Poor	EF-3		(1) AX26				1st Floor Concession
EF-22 Reser 2 123	Reser Stadium	2005	Room 123	Poor	EF-22		(1) 4L260				1st Floor Concession
EF-21 Reser 2 117	Reser Stadium	2005	Room 117	Poor	EF-21		(1) 4L270				1st Floor Concession
EF-1 Reser 2 ?	Reser Stadium	2005	?	Poor	EF-1		(1) AX48				1st Floor Concession
EF-18 Reser 2 106	Reser Stadium	2005	Room 106	Poor	EF-18		(1) AX26				1st Floor Electrical Room
EF-23 Reser 2 106	Reser Stadium	2005	Room 106	Poor	EF-23		(1) 4L220	(4) 16x16x2			1st Floor Electrical Room
EF-29 Reser 2 148	Reser Stadium	2005	Room 148	Poor	EF-29		(1) 4L260				1st Floor Kitchen
EF-24 Reser 2 150	Reser Stadium	2005	Room 150	Poor	EF-24		(1) AX26				1st Floor Kitchen
EF-25 Reser 2 150	Reser Stadium	2005	Room 150	Poor	EF-25		(1) AX27				1st Floor Kitchen
WIC-5 Reser 2 430	Reser Stadium	2005	Room 430	Poor	WIC-5						430 CU on top
WIC-3 Reser 2 330	Reser Stadium	2005	Room 330	Poor	WIC-3						330 CU on top of box
RIC-1 Reser 2 105	Reser Stadium	2005	Room 105	Poor	RIC-1						T05G01235

Reser Stadium 2 Equipment List

WIC-4 Reser 2 347	Reser Stadium	2005	Room 347	Poor	WIC-4							347 CU on top SE Balcony Doors	
WIC-1 Reser 2 150	Reser Stadium	2005	Room 150	Poor	WIC-1							Room 150	
WIF-1 Reser 2 150	Reser Stadium	2005	Room 150	Poor	WIF-1							Inside of Walk-in cooler	
CU-18 Reser 2 150	Reser Stadium	2005	Room 150 Walk In Cooler	Poor	CU-18							On roof	
CU-19 Reser 2 150a	Reser Stadium	2005	Room 150a Walk In Freezer	Poor	CU-19							On roof 150	
CU-20 Reser 2 315	Reser Stadium	2005	Room 315	Poor	CU-20							above NW balcony Doors	
CU-21 Reser 2 330	Reser Stadium	2005	Room 330	Poor	CU-21							On top of box	
CU-22 Reser 2 347	Reser Stadium	2005	Room 347	Poor	CU-22							Above SE balcony Doors	
CU-23 Reser 2 430	Reser Stadium	2005	Room 430	Poor	CU-23							Cond. above box	
RIF-2 Reser 2 105	Reser Stadium	2005	Room 105	Poor	RIF-2							105 Concession	
RIF-3 Reser 2 105	Reser Stadium	2005	Room 105	Poor	RIF-3							105 Concession Stand	
RIF-4 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIF-4							117 Concession Stand Storage Chest	
RIF-5 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIF-5							117 Concession Stand	
RIF-6 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIF-6							Room 117 Concessions	
RIF-7 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIF-7							Room 117 Concessions	
RIF-8 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIF-8							Room 117 Concessions	
RIF-10 Reser 2 125	Reser Stadium	2005	Room 125	Poor	RIF-10							Room 125 Concessions	
RIC-2 Reser 2 117	Reser Stadium	2005	Room 117	Poor	RIC-2							Room 117 Concessions	
RIF-11 Reser 2 315	Reser Stadium	2005	Room 315	Poor	RIF-11							Room 315 Concessions	
RIF-12 Reser 2 313	Reser Stadium	2005	Room 313	Poor	RIF-12							Room 313 Concessions	
RIF-13 Reser 2 315	Reser Stadium	2005	Room 315	Poor	RIF-13							Room 315 Concessions	
RIF-14 Reser 2 347	Reser Stadium	2005	Room 347	Poor	RIF-14							Room 347 Concessions	
RIF-15 Reser 2 355	Reser Stadium	2005	Room 355	Poor	RIF-15							Room 355	
RIF-16 Reser 2 355	Reser Stadium	2005	Room 355	Poor	RIF-16							Room 355 Concessions	
UF-1 Reser 2 105	Reser Stadium	2005	Room 105	Poor	UF-1							Room 105 Concessions	
UF-2 Reser 2 105	Reser Stadium	2005	Room 105	Poor	UF-2							Room 105 Concession Stand	
UF-3 Reser 2 117	Reser Stadium	2005	Room 117	Poor	UF-3							Room 117 Concessions	
UF-4 Reser 2 117	Reser Stadium	2005	Room 117	Poor	UF-4							Room 117 Concessions	
UF-5 Reser 2 159	Reser Stadium	2005	Room 159	Poor	UF-5							Room 159 Concessions	
RIF-9 Reser 2 176	Reser Stadium	2005	Room 176	Poor	RIF-9							Room 176 Concessions	
RIF-17 Reser 2 182	Reser Stadium	2005	Room 182	Poor	RIF-17							Outside Room 182	
RIB-1 Reser 2	Reser Stadium	2005	Room 105	Poor	RIB-1							Room 105 Concessions	
RIB-2 Reser 2	Reser Stadium	2005	Room 117	Poor	RIB-2							Room 117 Concessions	
RIB-3 Reser 2 125	Reser Stadium	2005	Room 125	Poor	RIB-3							Room 125 Concessions	
RIB-4 Reser 2 159	Reser Stadium	2005	Room 159	Poor	RIB-4							Room 159 Concessions	
RIB-5 Reser 2 182	Reser Stadium	2005	Room 182	Poor	RIB-5							Room 182 Concessions	
RIB-6 Reser 2 315	Reser Stadium	2005	Room 315	Poor	RIB-6							Room 315	
RIB-7 Reser 2 355	Reser Stadium	2005	Room 355	Poor	RIB-7							355 outside	
RIC-3 Reser 2 230	Reser Stadium	2005	Room 230	Poor	RIC-3							230 Loge Bar 2nd Floor	
RIC-4 Reser 2 230	Reser Stadium	2005	Room 230	Poor	RIC-4							230 Loge Bar	
RIC-5 Reser 2 330	Reser Stadium	2005	Room 330	Poor	RIC-5							3rd Floor Concessions-Bar	
RIC-6 Reser 2 330	Reser Stadium	2005	Room 330	Poor	RIC-6							3rd Floor middle Concessions-Bar	
RIC-7 Reser 2 330	Reser Stadium	2005	Room 330	Poor	RIC-7							3rd floor middle Concessions-Bar	
RIC-8 Reser 2 301	Reser Stadium	2005	Room 301	Poor	RIC-8							301 Concessions	
RIC-9 Reser 2 355	Reser Stadium	2005	Room 355	Poor	RIC-9							Room 355 Concessions	
HVU-4 Reser 2	Reser Stadium	7/30/2012	Room 131	Good	HVU-4	(1) 4L490	(2) 20x20x2					Rm. 131	HVAC
HVU-2 Reser 2	Reser Stadium	7/30/2012	Room 115	Good	HVU-2	(1) 4L490	(2) 20x20x2					Roof (First Floor Concessions)	
HP-3 Reser 2 179	Reser Stadium	7/30/2012	Room 179	Good	HP-3		(1) 20x28x2					roof top of SE	Ventilation
HVU-3 Reser 2	Reser Stadium	7/30/2012	Room 121	Good	HVU-3	(1) 4L490	(2) 20x20x2					Roof (First Floor Concessions)	HVAC
HVU-1 Reser 2	Reser Stadium	7/30/2012	Room 103	Good	HVU-1	(1) 4L410	(2) 16x20x2					Roof (First Floor Concessions)	HVAC
AC-38 Reser 2 143	Reser Stadium	7/30/2012	Room 143	Good	AC-38		(2) 12x20x1					concessions	HVAC
AC-33 Reser 2 114a	Reser Stadium	7/30/2012	Room 114A	Good	AC-33		(1) 20x20x1					Electrical Room	
AC-36 Reser 2 148	Reser Stadium	7/31/2012	Room 148	Good	AC-36		(2) 12x20x1					Roof (Public Safety)	Hot Water Loop Pump
HP-1 Reser 2 182	Reser Stadium	8/1/2012	Room 182	Good	HP-1		(1) 20x26x2					Room 182	
WIC-2 Reser 2 315	Reser Stadium	2005	Room 315	Poor	WIC-2							313 Roof for CU	

Reser Stadium 2 Equipment List

HVU-6 Reser 2	Reser Stadium	8/6/2012	Room 305	Good	HVU-6	(1) 4L410	(2) 16x16x2		3rd Floor NW Balcony	
HP-2 Reser 2 183	Reser Stadium	1/7/2013	Room 183	Good	HP-2		(1) 20x28x2		roof top of SE	HVAC
CU-1 Reser 2 114a	Reser Stadium	1/7/2013	Room 114a	Good	CU-1				First Floor	HVAC
CU-15 Reser 2 110	Reser Stadium	2005	Room 110	Poor	CU-15				roof	
AC-39 Reser 2 109	Reser Stadium	1/7/2013	Room 109	Good	AC-39				Room 109 Roof	
AC-30 Reser 2 110	Reser Stadium	2005	Room 110	Poor	AC-40	(1) B40	(2) 20x20x4		Electrical Room	
AC-41 Reser 2 244a	Reser Stadium	2005	Room 244a	Poor	AC-41		(1) 20x20x1		Data Room	HVAC
AC-46 Reser 2 151	Reser Stadium	2005	Room 151	Poor	AC-46				IDF Room	
CU-8 Reser 2 347	Reser Stadium	1/7/2013	Room 347	Good	CU-8				On top of room 351	
CU-7 Reser 2 315	Reser Stadium	1/7/2013	Room 315	Good	CU-7				Cond. on1 st floor sub roof?	
AC-2 Reser 2 Tower 3 2nd floor	Reser Stadium	2005	2nd floor	Poor	AC-2	(2) 5VX570	(5) 20x20x4,(5) 20x24x4		Roof Tower#3	
AC-3 Reser 2 Tower 3 3rd floor	Reser Stadium	2005	3rd Floor	Poor	AC-3	(2) 5VX570	(5) 20x20x4,(5) 20x24x4		Roof Tower #3	HVAC
CU-11 Reser 2 244a	Reser Stadium	1/7/2013	Room 244A	Good	CU-11		(1) 20x21.5x1		Data room	HVAC
AC-8 Reser 2	Reser Stadium	1/7/2013	Room 401	Good	AC-8		(2) 12x20x1		Roof	HVAC
AC-9 Reser 2	Reser Stadium	1/7/2013	Room 403	Good	AC-9		(2) 12x20x1		Roof	HVAC
AC-10 Reser 2 405	Reser Stadium	1/7/2013	Room 405	Good	AC-10		(2) 12x20x1		roof	HVAC
AC-11 Reser 2 407	Reser Stadium	1/7/2013	Room 407	Good	AC-11		(2) 12x20x1		Roof	
AC-12 Reser 2 409	Reser Stadium	1/7/2013	Room 409	Good	AC-12		(2) 12x20x1		Roof	
AC-13 Reser 2 411	Reser Stadium	1/7/2013	Room 411	Good	AC-13		(2) 12x20x1		Roof	
AC-14 Reser 2 413	Reser Stadium	1/7/2013	Room 413	Good	AC-14		(2) 12x20x1		Roof	
AC-15 Reser 2 415	Reser Stadium	2005	Room 415	Poor	AC-15		(2) 12x20x1		Roof	
AC-16 Reser 2 417	Reser Stadium	1/7/2013	Room 417	Good	AC-16		(2) 12x20x1		Roof	
AC-17 Reser 2 419	Reser Stadium	2005	Room 419	Poor	AC-17		(2) 12x20x1		Roof	
AC-18 Reser 2 421	Reser Stadium	2005	Room 421	Poor	AC-18		(2) 12x20x1		Roof	
AC-19 Reser 2 423	Reser Stadium	2005	Room 423	Poor	AC-19		(2) 12x20x1		Roof	
AC-20 Reser 2 425	Reser Stadium	1/7/2013	Room 425	Good	AC-20		(2) 12x20x1		Roof	
AC-21 Reser 2 427	Reser Stadium	2005	Room 427	Poor	AC-21		(2) 12x20x1		Roof	
AC-22 Reser 2 429	Reser Stadium	2005	Room 429	Poor	AC-22		(2) 12x20x1		Roof	
AC-23 Reser 2 431	Reser Stadium	2005	Room 431	Poor	AC-23		(2) 12x20x1		Roof	
AC-24 Reser 2 433	Reser Stadium	2005	Room 433	Poor	AC-24		(2) 12x20x1		Roof	
AC-25 Reser 2 435	Reser Stadium	2005	Room 435	Poor	AC-25		(2) 12x20x1		Roof	
AC-26 Reser 2 437	Reser Stadium	2005	Room 437	Poor	AC-26		(2) 12x20x1		Roof	
AC-27 Reser 2 439	Reser Stadium	2005	Room 439	Poor	AC-27		(2) 12x20x1		Roof	
AC-28 Reser 2 441	Reser Stadium	2005	Room 441	Poor	AC-28		(2) 12x20x1		Roof	
AC-29 Reser 2 441	Reser Stadium	2005	Room 441	Poor	AC-29		(2) 12x20x1		Roof	
AC-5 Reser 2 Roof	Reser Stadium	1/7/2013	4th floor hallway	Good	AC-5	(1) A51, (1) 54L430	(4) 20x20x2		Roof	
AC-6 Reser 2 Roof	Reser Stadium	1/7/2013	4th floor hallway	Good	AC-6	(1) A51, (1) 54L430	(4) 20x20x2		Roof	
AC-50 Reser 2 Elevator Room	Reser Stadium	2005	Elevator Room -C	Poor	AC-50		(4) 20x20x2		Roof	
AC-51 Reser 2 410	Reser Stadium	2005	Room 410	Poor	AC-51		(1) 20x21.5x1		Roof	
AC-6 VFC 207,216,217,218,221	Reser Stadium	2005	Rooms 207,216,217,218,221	Poor	AC-6	(1) BX46, (1) BX62	(4) 16x25x2, (2) 25x25x2		North Roof	
HV-13(no id Add on) Reser 2 144	Reser Stadium	2005	Room 144	Poor	HV-13		(2) 20x25x2		Room 144 Concessions	
UHC-1 Reser 2 175 Ticket Office	Reser Stadium	2005	175 Ticket Office	Poor	UHC-1				Southend Ticket Office	
UHC-2 Reser 2 175 Ticket office	Reser Stadium	2005	175 Ticket Office	Poor	UHC-2				Southend Ticket Office	
UHC-3 Reser-2 175 Ticket Office	Reser Stadium	2005	175 Ticket Office	Poor	UHC-3				Southend Ticket Office	
EW-5 Reser 2 215	Reser Stadium	2005	Room 215	Poor	EW-5				Room 215	
WHG-1 Reser 2 150	Reser Stadium	2005	Room 150 Kitchen	Poor	WHG-1				Room 150 Kithcen	
UR-1 Reser 2 401	Reser Stadium	2005	Room 401	Poor	UR-1				Room 401	
UR-2 Reser 2 403	Reser Stadium	2005	Room 403	Poor	UR-2				Room 403	
UR-3 Reser 2 405	Reser Stadium	2005	Room 405	Poor	UR-3				Room 405	
RUR-4 Reser 2 407	Reser Stadium	2005	Room 407	Poor	RUR-4				Room 407	
UR-5 Reser 2 409	Reser Stadium	2005	Room 409	Poor	UR-5				Room 409	
UR-6 Reser 2 411	Reser Stadium	2005	Room 411	Poor	UR-6				Room 411	
UR-7 Reser 2 413	Reser Stadium	2005	Room 413	Poor	UR-7				Room 413	
UR-8 Reser 2 415	Reser Stadium	2005	Room 415	Poor	UR-8				Room 415	
UR-9 Reser 2 417	Reser Stadium	2005	Room 417	Poor	UR-9				Room 417	
UR-12 Reser 2 423	Reser Stadium	2005	Room 423	Poor	UR-12				Room 423	
UR-11 Reser 2 421	Reser Stadium	2005	Room 421	Poor	UR-11				Room 421	
UR-13 Reser 2 425	Reser Stadium	2005	Room 425	Poor	UR-13				Room 425	
UR-14 Reser 2 427	Reser Stadium	2005	Room 427	Poor	UR-14				Room 427	

Reser Stadium 2 Equipment List

UR-15 Reser 2 429	Reser Stadium	2005	Room 427	Poor	UR-15						Room 427	
CU-6 Reser 2 444a	Reser Stadium	8/6/2012	Room 444a	Good	CU-6				38HDC018-351LA		444A	
CU-5 Reser 2 314	Reser Stadium	10/30/2012	Room 314	Good	CU-5				38HDC018351LA	06905X24310	1st Floor Sub Roof	
CU-17 Reser 2 410	Reser Stadium	2005	Room 410	Poor	CU-17				38HDC048-331LA	4204X97129	Roof	
AC-45 Reser 2 444a	Reser Stadium	8/6/2012	Room 444A	Good	AC-45				40QKB024_3	140410032B	Room 444a	
AC-42 Reser 2 314	Reser Stadium	10/30/2012	Room 314	Good	AC-42				40QKB024---3	1404100330	RM 314	Ductless
AC-37 Reser 2 150	Reser Stadium	12/31/2005	Room 150	Poor	AC-37		(1) 5VX570	(5) 20x20x4,(5) 20x24x4	48AKT025KNQ74117	1205F10528	Kitchen	HVAC
AC-1 Reser 2 Tower 2 3rd Floor	Reser Stadium	8/6/2012	3rd Floor	Good	AC-1		(2) 5VX570	(5) 20x20x4,(5) 20x24x4	48AYT050KSQ74117	1205F10535	Tower#2 roof	Air Conditioning (AC)
AC-7 Reser 2	Reser Stadium	10/31/2005	Room 160	Poor	AC-7			(2) 12x20x1	48GX02404321	1005G21235	Above Kitchen	
AC-4 Reser 2 Tower 4 roof	Reser Stadium	9/30/2005	Elevator Rm South	Poor	AC-4			(3) 12x24x1	48GX060090311	0905G21080	Tower #4 roof	Air Conditioning (AC)
AC-35 Reser 2 142	Reser Stadium	5/3/2005	Room 142	Poor	AC-35				F1348NF048	1405A73316	Roof	

Sports Performance Center Equipment List

UNIT	BUILDING	INSTALL DATE	LOCATION	ASSET CONDITION	LABELED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES
HVS- SPC	Sports Performance Center	7/30/2012	Offices	Good	HVS					FBOU0709002700	Offices
AC-10 SPC Offices	Sports Performance Center	2008	Offices	Moderate	AC-10				25HBR360A610	2607633896	Offices
CU-2 SPC Telecom	Sports Performance Center	2008	TelecomRoom	Moderate	CU-2				MSY-A17NA	70008988T	TelecomRoom
AC-4 SPC 102	Sports Performance Center	2008	Elevator Room 102	Moderate	AC-4				MUY-A17NA	7000995T	Elevator Room 102
CU-1 SPC Telecom Room	Sports Performance Center	2008	Telecom Room	Moderate	CU-1				MUY-A17NA	70008988T	Telecom Room
AC-3 SPC 103	Sports Performance Center	11/28/2012	Telecom Room 103	Good	AC-3				MUY-A17NA	70008988T	Telecom Room 103
AC-7 SPC Fitness	Sports Performance Center	2008	Fitness Area	Moderate	AC-7		(1) 4L260	(10) 16x25x2, (10) 16x20x2	RCS0360CLA	FB0707090031	Fitness Area
AC-6 SPC Wrestling Roof	Sports Performance Center	2008	Wrestling	Moderate	AC-6		(2) A56, (1) A86	(10) 16x25x2, (10) 16x20x2	RCS036CYY	FB0u07090032	Wrestling
AC-5 SPC North end Wrestling	Sports Performance Center	2008	North End Wrestling	Moderate	AC-5		(1) BX61	(6) 16x20x2	RM-010-3-0	200709	North End Wrestling
ACU-2 Sports Performance Center	Sports Performance Center	10/26/2013		Good	ACU-2				RM-010-3-0-BA		Fitness Area
AC-8 SPC Fitness	Sports Performance Center	2008	Fitness Area	Moderate	AC-8		(2) A56, (1) A86	(10) 16x25x2, (10) 16x20x2	RPS036CLA	FB010709002	Fitness Area
AC-9 SPC Offices	Sports Performance Center	2008	Offices	Moderate	AC-9			(1) 20x24x1	RPS036CLA	FB0407090031	Offices

Truax Practice Facility Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES	ADDITIONAL INFO
HV-4	Truax Whole Building	11/29/2012	Building	Very Good	CSU-14K	Ventilation	(1) 18.5x21.5x1	(6) 24x24x2	2001911-01		East Roof (Middle)	
EF-4 Truax Electrical	Truax Practice Facility	1/4/2013	Electrical	Good	EF-4		(1) 3L220				Electrical	Exhaust Fan
EF-9 Truax Concession Stand	Truax Practice Facility	2001	Concession stand	Poor	EF-9		(1) 3L200				Concession stand	Exhaust Fan
PMP-1 Truax	Truax Practice Facility	2001	Mechanical Room	Poor	PMP-1			Grease Pumps			Mechanical Room	Hot Water Loop Pump
PMP-2 Truax	Truax Practice Facility	2001	Mechanical Room	Poor	PMP2			Grease Pumps			Mechanical Room	Hot Water Loop Pump
HV-1 Truax Whole Building	Truax Practice Facility	11/29/2012	Buildiing	Good	HV-1			(6) 24x24x2	CSU-14k	2001911-0	Buildiing	Exhaust Fan
HV-2 TruaxWhole Building	Truax Practice Facility	11/29/2012	Building	Good	HV-2			(6) 24x24x2	CSU-14K	2001911-0	Building	Ventilation
HV-3 Truax Whole Building	Truax Practice Facility	11/29/2012	Buildiing	Good	HV-3			(6) 24x24x2	CSU-14K	2001911-0	Buildiing	Ventilation
HV-5 Truax Whole Building	Truax Practice Facility	11/29/2012	Building	Good	HV-4			(6) 24x24x2	CSU-14K	2001911-0	Building	Ventilation
EF-8 Truax Storage	Truax Practice Facility	1/4/2013	Storage	Good	HV-5		(1) AX22		CUBE 100 4 X	01D03518	Storage	Exhaust Fan
EF-3 Truax Rest Room	Truax Practice Facility	1/4/2013	Bathroom Rest Room	Good	EF-8		(1) AX24		CUBE 100 4 X	01D03517	Bathroom Rest Room	Exhaust Fan
EF-1 Truax Rest Rooms	Truax Practice Facility	1/4/2013	Bathroom Rest Roms	Good	EF-3		(1) AX24		CUBE 180 5 X	01D03575	Bathroom Rest Roms	Exhaust Fan
EF-2 Truax Rest Room	Truax Practice Facility	1/4/2013	Bathroom Rest Room	Good	EF-2		(1) AX24		CUBE 180 5 X	01D03576	Bathroom Rest Room	Exhaust Fan
EF-6 Truax Fire Room	Truax Practice Facility	1/4/2013	Mech/Fire Room	Good	EF-6		(1) AX23		CUBE-10-4-X	01D03516	Mech/Fire Room	Exhaust Fan
EF-5 Truax Electrical	Truax Practice Facility	1/4/2013	Electrical	Good	EF-5		(1) 3L220		CUVW-1008-4X		Electrical	Exhaust Fan
EF-7 Truax Mechanical Room	Truax Practice Facility	11/5/2012	Mechanical Room	Good	EF-7		(1) 3L220		DU50HFA	1641134	Mechanical Room	Exhaust Fan

Valley Football Center Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELED	BELT	FILTER	MODEL	SERIAL	SERVES	ADDITIONAL INFO
AC-3 VFC 203,204,206,208	Valley Football Center	N/A	Rooms 203,204,206,208	Good	AC-3	(1) BX46, (1)	(4) 16x25x2, (2) 25x25x2			Rooms 203,204,206,208	
AC-5 VFC	Valley Football Center	N/A	N/A	Good	AC-5	(1) AX44	(2) 16x25x2			N/A	HVAC
AC-7 VFC 303,304,313,315,317	Valley Football Center	N/A	Rooms 303,304,313,315,317	Good	AC-7	(2) BX35, (1)	(6) 16x20x2			Rooms 303,304,313,315,317	
AC-8 VFC	Valley Football Center	N/A	N/A	Good	AC-8	(1) 5VX570	(4) 16x20x2			N/A	
AC-9 VFC	Valley Football Center	N/A	N/A	Poor	AC-9	(1) AX48	(4) 16x20x2			N/A	
AC-10 VFC 330 east	Valley Football Center	N/A	Room 330 east	Poor	AC-10					Room 330 east	
AC-35 VFC	Valley Football Center	N/A	N/A	Poor	AC-35					N/A	
AC-47 VFC	Valley Football Center	N/A	N/A	Poor	AC-47					Middle Roof	
AC-48 VFC	Valley Football Center	N/A	N/A	Poor	AC-48					Middle Roof	
MUA-1 VFC	Valley Football Center	N/A	N/A	Poor	MUA-1	(1) BX44	(2) 16x20x2, (2) 20x25x2			Middle Roof	
MUA-9 VFC 336	Valley Football Center	N/A	Room 336	Poor	MUA-9	(2) BX41	(2) 20x20x2, (2) 20x25x2			North Roof Cat walk	
CU-1 VFC Locker Room	Valley Football Center	N/A	Locker Room East	Poor	CU-1					South Roof	
CU-2 VFC Locker Room	Valley Football Center	N/A	Locker Room West	Poor	CU-2					North Roof	
CU-4 VFC	Valley Football Center	N/A	N/A	Poor	CU-4					Middle Roof	
WIC-1 VFC 336	Valley Football Center	N/A	Room 336	Poor	WIC-1					Kitchen 336	
WIF-1 VFC 336	Valley Football Center	N/A	Room 336	Poor	WIF-1					336 Kitchen	
RIC-1 VFC 336	Valley Football Center	N/A	Room 336	Poor	RIC-1					336 Kitchen	
B-1 VFC 336	Valley Football Center	N/A	Room 336	Poor	B-1					336 Kitchen	
UH-1 VFC 002 Basement	Valley Football Center	N/A	B2 Basement	Poor	UH-1	(1) AX22				Basement	
WH-4 VFC	Valley Football Center	N/A	Room 106	Poor	W-4					Room 106	
WH-1 VFC	Valley Football Center	N/A	N/A	Poor	WH-1					Middle Roof	
WH-2 VFC	Valley Football Center	N/A	N/A	Poor	WH-2					Middle Roof	
WH-3 VFC	Valley Football Center	N/A	N/A	Poor	WH-3					Middle Roof	
EF-1 VFC 336 Kitchen Grill	Valley Football Center	N/A	336 Kitchen Grill	Poor	EF-1	(1) AX34				Kitchen Grill VFC	
EF-2 VFC 336 Kitchen Steamer	Valley Football Center	N/A	336 Kitchen Steamer	Poor	EF-2	(1) AX20				Kitchen Steamer VFC	
EF-5 VFC	Valley Football Center	N/A	N/A	Poor	EF-5					Middle Roof	
IM-1 VFC 120 Training Room	Valley Football Center	N/A	120 Training Room	Poor	IM-1					Training Room 120	
IM-2 VFC 120 Training Room	Valley Football Center	N/A	120 Training Room	Poor	IM-2					Training Room 120	
IM-3 VFC 336	Valley Football Center	N/A	336 Kitchen	Poor	IM-3					Kitchen VFC	
CU-7 VFC 002 Basement	Valley Football Center	N/A	B2 Basement	Poor	CU-7	(1) AX38	(1) 24x24x2			North Basement Wall	
AC-4 VFC 208	Valley Football Center	N/A	Room 208	Poor	AC-4					West Entrance Outside	
HF VFC 336 Grill	Valley Football Center	10/31/2013	Room 336	Good	HF			CUBE-360XP-15-6		VFC Kitchen	Hood Fan
AC-1 VFC Locker Room	Valley Football Center	11/2/2012	Locker Room east	Good	AC-1	(1) BX38, (1)	(6) 16x20x2	RH-13-3-232	96KHGK295	South Roof	HVAC
AC-2 VFC Hall 115, 120,122,129	Valley Football Center	8/9/2012	115 Hall, 120, 122, 129	Good	AC-2	(2) BX35, (1)	(6) 16x20x2	RH-13-3-EO-232	96KHGK296	North Roof	HVAC

Gill Coliseum Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELLED	BELT	FILTER	MODEL	SERIAL	SERVES	ADDITIONAL INFO
UH-1 Gill 009	Gill Coliseum	N/A	Room 009	Very Poor	UH1					Room 9	
UH-2 Gill 011	Gill Coliseum	N/A	Room 011 Basement	Very Poor	UH2					Equipment Room	
UH-3 Gill 011	Gill Coliseum	N/A	Room 011 Basement	Very Poor	UH3					Equipment Room	
UH-4 Gill 011	Gill Coliseum	N/A	Room 011 Basement	Very Poor	UH4					Equipment Room	
UH-5 Gill 017	Gill Coliseum	N/A	Room 017 Basement	Very Poor	UH5					Room 017	
UH-6 Gill 017a	Gill Coliseum	N/A	Room 017a Basement Locker Room	Very Poor	UH6					Room 017a Vis. Locker Room	
UH-7 Gill 017b	Gill Coliseum	N/A	Room 017b Locker Room Basement	Very Poor	UH7					Room 017b Vis. Locker Room	
UH-8 Gill 023	Gill Coliseum	N/A	Room 023 Basement	Very Poor	UH8					Room 023 Basement	
UH-9 Gill 017c	Gill Coliseum	N/A	Room 017c Locker Room Basement	Very Poor	UH9					Room 017c Vis. Locker Room Basement	
HV-1 Gill 009	Gill Coliseum	N/A	Room 009a Basement	Very Poor	HV1					North Outside	
PMP-1 Gill 061b Training pool	Gill Coliseum	2013	061B Training Room Pool	Good	PMP-1					Training Pool	Grease Pumps
PMP-2 Gill 061b Training pool	Gill Coliseum	2013	061B Training Room Pool	Good	PMP-2					Training Pool	Grease Pumps
PMP-3 Gill 061b Training Pool	Gill Coliseum	2013	061B Training Room Pool	Good	PMP-3					Training Pool	Grease Pumps
PMP-4 Gill 061b Training pool	Gill Coliseum	2013	061B Training Room Pool	Good	PMP-4					Training Pool	Grease Pumps
EF-1 Gill 110	Gill Coliseum	2005	Room 110	Moderate	EF-1					Room 110	
EF-2 Gill 120	Gill Coliseum	N/A	Room 120	Very Poor	EF-2	(1) A69				Room 120	
EF-3 Gill 017d	Gill Coliseum	N/A	Room 017d Basement Locker Room	Very Poor	EF-3	(1) AX53				017d Vis. Locker Room Basement	
EF-4 Gill 231a	Gill Coliseum	N/A	Room 231a	Very Poor	EF-4					Above ceiling room 231a	
EF-5 Gill 215a	Gill Coliseum	N/A	Room 215a	Very Poor	EF-5					Above ceiling room 215a	
EF-6 Gill 209b	Gill Coliseum	N/A	Room 209b	Very Poor	EF-6					Above Ceiling room 209b	
EF-7 Gill 201	Gill Coliseum	N/A	Room 201	Very Poor	EF-7					Above ceiling room 201	
EF-8 Gill 130	Gill Coliseum	N/A	Room 130	Very Poor	EF-8					Room 130	
IM-1 Gill	Gill Coliseum	N/A	Room 061d Training Room	Moderate	IM-1					Room 061d Training Room	
IM-2 Gill 061d Training Room	Gill Coliseum	N/A	Room 061d Training Room	Moderate	IM-2					Room 061d Training Room	
RIF-2 Gill 207	Gill Coliseum	N/A	Room 207	Very Poor	RIF-2					Room 207 Concession Stand	
RIF-3 Gill 227	Gill Coliseum	N/A	Room 227	Very Poor	RIF-3					Room 227 Concession Stand	
HV-6 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-6	(2) B90	(12) 20x25x2			Upper Ceiling of Arena at end	
HV-7 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-7	(2) B90	(12) 20x25x2			Upper Ceiling of Arena	
HV-8 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-8	(2) B90	(12) 20x25x2			Upper Ceiling of Arena	
HV-4 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-4	(2) B90	(12) 20x25x2			Gym	
HV-10 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-10	(2) B93	(12) 20x25x2			Upper Ceiling of Arena	
HV-11 Gill Gym	Gill Coliseum	N/A	Gym	Very Poor	HV-11	(2) B90	(12) 20x25x2			Upper Ceiling of Arena	
HV-12 Gill 130	Gill Coliseum	N/A	Room 130	Very Poor	HV-12	(1) AX64				Room 130	
HV-13 Gill MUA-1 134	Gill Coliseum	N/A	Room 134	Very Poor	HV-13	(2) BX46	(10) 16x25x2			South end of Bulding, C	
HV-14 Gill MUA-2 112	Gill Coliseum	N/A	Room 112	Very Poor	HV-14	(1) B68	(10) 16x25x2			Offices Northend Ceiling Above	
HV-15 Gill CUH-3 105	Gill Coliseum	1/28/2013	Rest Room 105	Good	HV-15					Room 105 Mens Rom	
AC-1 Gill Equipment Room	Gill Coliseum	N/A	Equipment Room	Moderate	AC-1		(24) 12x24x2			Equipment Room	
RIB-1 Gill	Gill Coliseum	N/A	2nd Floor North ramp outside	Very Poor	RIB-1					2nd Floor North ramp outside	
RIB-2 Gill	Gill Coliseum	N/A	2nd Floor South ramp outside	Very Poor	RIB-2					2nd Floor South ramp outside	
HV-50 Gill 203	Gill Coliseum	1/7/2013	Room 203	Good	HV-50			4900401	FRX524PUJU	Room 203	
HV-5 Gill 004	Gill Coliseum	N/A	Room 004	Poor	HV-5		(25) 20x24x2	CAH027GDCM	FBOU0907011440	Basement 004 Boiler room	
HV-3 Gill 004	Gill Coliseum	N/A	Room 004	Poor	HV-3		(12) 24x24x2	CAH027GDGM	FBOUD60701552	Basement Boiler Room Room 4	
HV-2 Gill 203	Gill Coliseum	7/26/2012	Room 203	Good	HV-2			FTX524DUJU	E00752	North Ramp Rooftop	
RIC-1 Gill 227	Gill Coliseum	N/A	Room 227	Poor	RIC-1			GHT2-32WUT	38176-5H	Room 227 Concession Stand	
WH-1 Gill 106	Gill Coliseum	N/A	Room 106	Poor	WH1			M250T60S-1NCWW	EK11205895	Room 106	
RIF-1 Gill 130	Gill Coliseum	N/A	Room 130	Poor	RIF-1			T-23F	1-4145037	Room 130 Concession stand	
EF-2 Reser 2 115	Gill Coliseum	N/A	Room 115	Poor	EF-2	(1) AX48				1st Floor Concession	

Goss Stadium Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELED	BELT	FILTER	MODEL	SERIAL	SERVES
PMP-1 Goss Coleman	Goss Stadium	1999		Poor	PMP-1		Grease Pumps			North Bldg. Rom 110
EF-3 Goss Coleman 110	Goss Stadium	2009	Roof Hatch Room 110	Moderate	EF-3	(1) 3L210				North bldg N. of hatch
EF-4 Goss Coleman 110	Goss Stadium	2009	Roof Hatch Room 110	Moderate	EF-4					North bldg S. of hatch
AH1 Supply Goss Coleman	Goss Stadium	2009	3rd Floor Skybox	Moderate	AH1	(1) 4L540	(2) 20x25x2			S. Bldg AM102
HV-7 (Hot Water Loop)Goss Coleman	Goss Stadium	1999	Mens Rest Room -DO not know which one	Poor	HV-7					Mens Room
UR-1 Goss Coleman South Concession Area 2nd level	Goss Stadium	2009	South 2nd level Concession Area	Moderate	UR-1					South 2nd Floor Concession Area
RIR-2 Goss Coleman North Concession Area 2nd level	Goss Stadium	2009	North 2nd level Concession Area	Moderate	RIR-2					North 2nd level Concession Area
AH1 Return Goss Coleman	Goss Stadium	2009	3rd Floor Skybox	Moderate	AH1	(1) 4L460				S. Bldg AM102
EF-6 Goss Coleman Concession Main	Goss Stadium	1999	Concession Stand NW Main Gate	Poor	EF-6	(1) 4L250		AGH11418	B31110	North end of Concession Stand 10' up
HV-1 Goss Coleman	Goss Stadium	1999	Lockerroom	Poor	HV-1			CUH175F15	98L041	N. Bldg. 1st Floor 099
HV-2 Goss Coleman	Goss Stadium	1999	Lockerroom	Poor	HV-2			CUH175F15		N. Bldg. 1st Floor 099
AH-2 Return Goss Coleman	Goss Stadium	2009	3rd Floor Skybox	Moderate	AH-2 Return	(1) 4L470		MCCB008UA0COUA	K08A00227	S. Bldg AM102
AH-2 Supply Goss Coleman	Goss Stadium	2009	3rd Floor Skybox	Moderate	AH-2 Supply	(1) 4L540	(2) 20x25x2	MCCB008UA0COUB	K08A0219	S. Bldg AM102
EV-17 Goss Coleman Telecom Room	Goss Stadium	1999	Telecom Room	Poor	EV-17			PIA-A12BA	71A0012AB	North Bldg. 1st Floor
EV-13 Goss Coleman Room A 109 C	Goss Stadium	1999	Room A 109 C	Poor	EV-13			PLAA12BA	71A00119B	Room A 109 C
EV-19 Goss Coleman ?	Goss Stadium	N/A	N/A	Poor	EV-19			PLA-A12BA	71A00117B	S. Bldg Rooftop
CU-18 Goss Coleman Skybox	Goss Stadium	N/A	N/A	Poor	CU-18			PUX-812N11A2	716007858	South Bldg. Rooftop
CU-16 Goss Coleman Telecom	Goss Stadium	1999	Telecom Room	Poor	CU-16			PUYA12NHA2	72U00418A	Under Bleachers
CU-12 Goss Coleman 109	Goss Stadium	1999	Room A 109 C	Poor	CU-12			PUYA12NHA3	72U00405A	South Roof
EF-7 Goss Coleman 102	Goss Stadium	1999	North Bldg. Room 102 Pressbox	Poor	EF-7	(1) 3L310		SWB-213-4CCW-4B-X	11238586	3rd Floor Press Box
EF-5 Goss Coleman Concession Main	Goss Stadium	1999	Concession Stand NW Main Gate	Poor	EF-5	(1) 4L250		VPB1-122-4-2	B31109	South End of Concession stand 10' up
PMP-2 Goss Coleman	Goss Stadium	1999		Poor	PMP-2		Grease Pumps			North Bldg. Room 110
Ice Machine	Goss Stadium	2/1/2015	Locker room	Very Good	IM1			Scotsman N0622A-1D	1.30213E+13	Locker room
HVAC	Goss Stadium	2/2/2015	East Outside	Very Good	AC1			Train 4YC26036A3075CA	1425KLF9H	
HVAC	Goss Stadium	2/3/2015	East Outside	Very Good	MAU1	4L420 Belt	(2) 20x20x2	Greenheck ERCH-20-18H-4P-16	13951280	

Rowing Facility Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES
HVAC Fancoil	Rowing Facility	9/3/2011	Lobby	Good	FCU1		No belt	8.875x42.125x1 Filter	Trane Y2M147AA	T11B07641	Lobby
HVAC Fancoil	Rowing Facility	9/3/2011	Lobby	Good	FCU2		No belt		Trane Y2M147AA	T11B07642	Lobby
HVAC Fancoil	Rowing Facility	9/3/2011	Entry	Good	FCU3		No belt				Entry
HVAC Fancoil	Rowing Facility	9/3/2011	Entry	Good	FCU4		No belt				Entry
HVAC Fancoil	Rowing Facility	9/3/2011	Hallway	Good	FCU5		No belt				Hallway
HVAC Fancoil	Rowing Facility	9/3/2011	Hallway	Good	FCU6		No belt				Hallway
HVAC Fancoil	Rowing Facility	9/3/2011	Hallway	Good	FCU7		No belt				Hallway
Water Heater	Rowing Facility	9/3/2011	Laundry	Good	HW1				Cyclonexi BTH250A100	928105900	Laundry
Water Heater	Rowing Facility	9/3/2011	Laundry	Good	HW2				Cyclonexi BTH250A100	1346M00916	Laundry
Exhaust Fan	Rowing Facility	9/3/2011	Rooftop	Good	EF1		(1)4L190 Belt		Greenheck GB-091-3-X	1.24229E+11	Locker room
Exhaust Fan	Rowing Facility	9/3/2011	Rooftop	Good	EF2		(1)3L190 Belt		Greenheck GB-091-4-X	1.24229E+11	Locker room
Exhaust Fan	Rowing Facility	9/3/2011	Rooftop	Good	EF3		(1)3L190 Belt		Greenheck GB-091-4-X	12428791104	Locker room

Basketball Practice Facility Equipment List

UNIT	BUILDING	INSTALL	LOCATION	ASSET CONDITION	LABELLED	INFO	BELT	FILTER	MODEL	SERIAL	SERVES
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Supply 1						
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Return 2						
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Return 3						
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Return 4						
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Return 5						
Ventilation	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	AHU Return 6						
HVAC	Basketball Practice	7/1/2013	Lower Roof	Very Good	AC1		(10)16x25x2, (10)16x20x2				
HVAC	Basketball Practice	7/1/2013	Lower Roof	Very Good	AC2		(6) 16x20x2				
HVAC	Basketball Practice	7/1/2013		Very Good	CU1						
Exhaust Fan	Basketball Practice	7/1/2013		Very Good	EF1	Greenheck	min Lube -131-5-x			109726850708A20Be	
Ceiling Fan	Basketball Practice	7/1/2013	Lower Court	Very Good	CF1						
Ceiling Fan	Basketball Practice	7/1/2013	Lower Court	Very Good	CF2						
Ceiling Fan	Basketball Practice	7/1/2013	Lower Court	Very Good	CF3						
Ceiling Fan	Basketball Practice	7/1/2013	Lower Court	Very Good	CF4						
Ceiling Fan	Basketball Practice	7/1/2013	Upper Court	Very Good	CF5						
Ceiling Fan	Basketball Practice	7/1/2013	Upper Court	Very Good	CF6						
Ceiling Fan	Basketball Practice	7/1/2013	Upper Court	Very Good	CF7						
Ceiling Fan	Basketball Practice	7/1/2013	Upper Court	Very Good	CF8						
Ventilation	Basketball Practice	7/1/2013		Very Good	HRU1	Heat Recovery Unit					
Space Heater	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	UH1						
Space Heater	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	UH1						
Boiler-gas	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	B1						
Boiler-gas	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	B2						
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	HWP1						
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	HWP2						
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	HWP3						
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	HWP4						
HVAC	Basketball Practice	7/1/2013	Lower Roof	Very Good	CH1	Chiller					
Pump	Basketball Practice	7/1/2013	Lower Roof	Very Good	CHWP1	Chiller Pump					
Pump	Basketball Practice	7/1/2013	Lower Roof	Very Good	CP1	Circulation Pump					
Pump	Basketball Practice	7/1/2013	Lower Roof	Very Good	Cp2	Circulation Pump					
HVAC	Basketball Practice	7/1/2013		Very Good	ATU	Air T Unit					
Water Heater	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	WH1						
Water Heater	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	WH2						
Water Heater	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	WH3						
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	DP1	Domestic Hot Water Pump 1					
Pump	Basketball Practice	7/1/2013	Mechanical Room 2nd	Very Good	BP1	Booster pump					
Pump	Basketball Practice	7/1/2013	Elevator	Very Good	SP1	Sump Pump/Elevator					
HVAC	Basketball Practice	7/1/2013	Elevator	Very Good	CU1	Condensing Unit Daikin		Rkn12keusu		C001976	
Ventilation	Basketball Practice	7/1/2013	Upper Roof	Very Good	LP1	Louver Penthouse Exhaust/Intake 1					
Ventilation	Basketball Practice	7/1/2013	Upper Roof	Very Good	LP2	Louver Penthouse Exhaust/Intake 2					
Ventilation	Basketball Practice	7/1/2013	Upper Roof	Very Good	LP3	Louver Penthouse Exhaust/Intake 3					
Ventilation	Basketball Practice	7/1/2013	Upper Roof	Very Good	LP 4	Louver Penthouse Exhaust/Intake 4					
HVAC	Basketball Practice	7/1/2013	Upper Roof	Very Good	ACU 6						
Ice Machine	Basketball Practice	7/1/2013	1st Floor	Very Good	IM1						
Ice Machine	Basketball Practice	7/1/2013	3rd Floor or Level 2	Very Good	IM2						
Reach-in (Refrigerator)	Basketball Practice	7/1/2013	1M	Very Good	RF1						
Reach-in (Refrigerator)	Basketball Practice	7/1/2013	2M	Very Good	RF2						
Sauna	Basketball Practice	7/1/2013	SPC 2nd Floor Lockerroom	Very Good	S1						
Whirlpool	Basketball Practice	7/1/2013	SPC 2nd Floor Lockerroom	Very Good	P1						

EXHIBIT F
PRICING FOR REPAIRS AND ON-CALL SUPPORT

Labor Rate and Materials Mark Up Percentage

1) Labor Rate for Repair and On-Call Service Work* – Monday through Friday 7am to 6pm Pacific Time

\$_____ / HR

2) Labor Rate for Repair and On-Call Service Work* – Monday through Friday 6:01pm to 11:59pm Pacific Time

\$_____ / HR

3) Labor Rate for Repair and On-Call Service Work* – Saturday through Sunday and OSU designated holidays all times

\$_____ / HR

4) Labor Rate for On-Site Event Support* – Home Football Games – Arrive 1-1/2 hour prior to game start, depart at conclusion of game or at a time when equipment is functioning properly, whichever is later

\$_____ / HR

5) Labor Rate for On-Site Event Support* – Special Events – Arrive 1-1/2 hour prior to event start time, depart at conclusion of event or at a time when equipment is functioning properly, whichever is later

\$_____ / HR

6) Mark-up Percentage for Materials Provided on Repair Work and On-Call Service** _____%

*Rate shall be all inclusive (burden, mobilization, overhead, profit, insurance, etc), no other charges, other than materials provided and markup percentage for materials provided will be allowed.

**Mark-up Percentage shall be all inclusive (shipping/freight, overhead, profit, etc.), no additional mark-up will be allowed.