

**AGREEMENT**  
**Grant No. 2008-WVSU-01**

In consideration of the mutual promises contained herein, the Higher Education Policy Commission (Commission) and West Virginia State University (Grantee) enter into the following agreement effective June 1, 2008:

WHEREAS, Commission has secured an \$8 million supplemental appropriation in FY 2008 for certain high priority capital projects (the Projects) identified in Exhibit 1 to this Agreement;

WHEREAS, Commission will provide a Grant of Fifty Percent (50%) of the estimated project cost to the Grantee for the Projects from Exhibit 1 which are listed in Section 1 of this Agreement; and

WHEREAS, Commission's Grant to the Projects shall not exceed the amounts identified in Section 1.

**NOW THEREFOR:**

1. Scope of Work. Grantee agrees to (a) use the Grant provided by Commission for the Projects identified below; (b) provide at least a One Hundred Percent (100%) match from institutions funds to match Commission's Grant; and (c) complete the Projects by June 30, 2010:

Projects	Estimated Cost	Commission's Grant	Grantee's Match
Sprinkler System Required by Code - Sullivan Hall	\$400,000	\$200,000	\$200,000
Elevator Replacement - Sullivan Hall	500,000	250,000	250,000
Elevator - Hill Hall	200,000	100,000	100,000
Replace Chillers - Ferrell Hall	200,000	100,000	100,000
HVAC Upgrade - Hill Hall Faculty Office Building	300,000	150,000	150,000
Replace Chillers - Ferrell Hall	200,000	100,000	100,000
Replace Boilers - Hamblin Hall	100,000	50,000	50,000
Replace Water Lines and Headers - Campus Wide	500,000	237,335	237,335
<b>Total</b>	<b>\$2,400,000</b>	<b>\$1,187,335</b>	<b>\$1,187,335</b>

2. Consideration. Commission agrees to pay Grantee One Million One Hundred Eighty-seven Thousand Three Hundred Thirty-five Dollars (\$1,187,335) for services to be performed under this Agreement. Payment shall be made in three installments. To receive payment, Grantee must submit an original invoice (see Exhibit 2) to Commission and provide the additional documentation identified for each installment as follows:

First Installment: Upon execution of this Agreement, provide an invoice for Twenty Percent (20%) of the Commission's total Grant, plus a budget for each project showing

the source of funds (Commission's and Grantee's) for the Project and estimated expenditures (see Exhibit 3).

Second Installment: Prior to award of a construction contract, provide an invoice for Sixty Percent (60%) of the Commission's Grant for the project, plus an updated project budget, a copy of the bidding documents and a certified copy of the bid results.

Third Installment: At substantial completion of construction of a project, provide an invoice for Twenty Percent (20%) of the Commission's Grant for that project, plus an updated project budget and a Certificate of Substantial Completion (See Exhibit 4).

3. Limitations on Use of Monies. Grantee agrees to use the proceeds of this Grant exclusively for the purposes outlined in Section 1 of this Agreement. Grantee will promptly reimburse Commission for any portion of the proceeds of the Grant not used for the purposes of the Grant or used for a purpose prohibited by federal or state law.

4. Performance Period. Grantee agrees to perform the work and complete the Projects listed in Section 1 of this Agreement between June 1, 2008 and June 30, 2010. The performance period may be extended only by written consent of Commission. In the absence of written consent to an extension, the Grant shall expire at midnight, June 30, 2010.

5. Notification. Grantee shall notify Commission immediately of any material change or issue that substantially affects its ability to complete the projects listed in Section 1 of this Agreement.

6. Maintenance of Records. Grantee shall maintain records pertinent to this Agreement for a period of at least three (3) years following completion of work. Grantee shall make its records available for inspection by Commission during regular business hours. Grantee shall maintain all fiscal records in accordance with generally accepted accounting principles and all records in a manner that clearly documents Grantee's performance.

7. Correspondence. Grantee shall submit all correspondence related to this Grant to the following address:

West Virginia Higher Education Policy Commission  
ATTN: Richard Donovan  
1018 Kanawha Blvd. E. Suite 700  
Charleston, WV 25301

8. Termination. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days before the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance.

9. Grant Monies. If this Agreement is terminated pursuant to Section 8, all Grant monies paid by the Commission shall be returned to Commission within thirty (30) days of

termination. All unspent Grant monies shall be returned to Commission within two months of the end of the performance period.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No amendments, consent, or waiver of terms of this Agreement, excluding reductions in Grant funding due to reduction of Commission's budget, shall bind either party unless it is in writing and signed by all parties.

**For Grantee:**

**For Commission:**

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*Signature*

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*Name*

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*Title*

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*Date*

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*Signature*

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Richard Donovan  
*Name*

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Co-Interim Director of Finance and Facilities  
*Title*

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*Date*

Table 3

**Higher Education Policy Commission  
Education and General Health, Life-Safety, ADA, Code Compliance & Deferred Maintenance Projects  
50/50 Match for FY 2009  
4/21/2008**

<b>High Priority Health, Life Safety, ADA &amp; Deferred Maintenance Projects</b>							
<b>Inst.</b>	<b>Project</b>	<b>Total Project Cost</b>	<b>Funds Available FY09+</b>	<b>Funds Needed</b>	<b>State Special Revenue Appropriation FY09</b>	<b>Institution E&amp;G Revenue FY09</b>	<b>Running Total</b>

**E&G PROJECTS**

**Health, Life-Safety, ADA & Deferred Maintenance**

BSC	Fire Alarm Upgrade (Basic, Dickason, Maintenance, Student Center)	625,000	75,000	550,000	275,000	275,000	275,000
WWU	Chemistry Research and Annex Replace Fire Alarm	250,000	0	250,000	125,000	125,000	400,000
WWU	Eiesland Hall Alarm System	500,000	0	500,000	250,000	250,000	650,000
GSC	Complete Upgrade of Fire Alarm System	600,000	0	600,000	300,000	300,000	950,000
SU	Snyder Science Hall Renovation Phase III - Upgrade Doors & Fire Alarm System	43,000	0	43,000	21,500	21,500	971,500
WWU	Ag. Sciences Building Alarm System / Sprinkler System	750,000	0	750,000	375,000	375,000	1,346,500
WWU	Eiesland Hall Sprinkler Upgrade	500,000	0	500,000	250,000	250,000	1,596,500
WWSU	Sprinkler System Required by Code - Sullivan Hall	400,000	0	400,000	200,000	200,000	1,796,500
WLSC	College Hall Sprinkler System	50,000	0	50,000	25,000	25,000	1,821,500
WWU	B&E Building, Chemistry Research & Annex - Add / Relocate Sprinklers	115,000	0	115,000	57,500	57,500	1,879,000
WWU	Chemistry Research and Annex Replace Emergency Generator	150,000	0	150,000	75,000	75,000	1,954,000
WWU	E. Moore Hall - Replace Emergency Generator	200,000	0	200,000	100,000	100,000	2,054,000
WLSC	Blatnik Hall Emergency Generator	50,000	0	50,000	25,000	25,000	2,079,000
WWU	Ag. Sciences Building Lab Emergency Lighting	150,000	0	150,000	75,000	75,000	2,154,000
WWU	Campus-wide Exit Lighting & Signs	150,000	0	150,000	75,000	75,000	2,229,000
WWU	Armstrong Hall - Replace Emergency Generator	150,000	0	150,000	75,000	75,000	2,304,000
SU	Snyder Science Hall Renovation Phase III - ACM Abatement	40,000	0	40,000	20,000	20,000	2,324,000
WWU	Downtown Campus Arch Flash Study and Label	500,000	0	500,000	250,000	250,000	2,574,000
WWU	Evansdale Campus Arch Flash Study and Label	500,000	0	500,000	250,000	250,000	2,824,000
WWSU	Elevator Replacement - Sullivan Hall	500,000	0	500,000	250,000	250,000	3,074,000
GSC	Elevator Installation and ADA Access	500,000	350,000	150,000	75,000	75,000	3,149,000
FSU	Feaster Center Steps & Elevator	320,000	20,000	300,000	150,000	150,000	3,299,000
MU	Harris Hall ADA Elevator	250,000	0	250,000	125,000	125,000	3,424,000
MU	Phase I - ADA Restrooms	225,000	0	225,000	112,500	112,500	3,536,500
WWU	Church-McKee Arts Center - ADA Accessibility Project (PSC)	350,000	0	350,000	175,000	175,000	3,711,500
WLSC	Campus Lighting (ADA & Safety)	800,000	200,000	600,000	300,000	300,000	4,011,500

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Inst.	Project	Total Project Cost	Funds Available FY09+	Funds Needed	State Special Revenue Appropriation FY09	Institution E&G Revenue FY09	Running Total
<b>E&amp;G PROJECTS</b>							
<b>Health, Life-Safety, ADA &amp; Deferred Maintenance</b>							
WVU	Academy Hall - ADA Accessibility Projects (PSC)	100,000	0	100,000	50,000	50,000	4,061,500
BSC	Elevator Assessment and Upgrade (Mahood Hall)	550,000	0	550,000	275,000	275,000	4,336,500
WVSU	Elevator - Hill Hall	200,000	0	200,000	100,000	100,000	4,436,500
FSU	Turley Center Elevator	600,000	0	600,000	300,000	300,000	4,736,500
FSU	Jaynes Hall Roof Renewal	300,000	0	300,000	150,000	150,000	4,886,500
MU	Morrow Library Roof	300,000	0	300,000	150,000	150,000	5,036,500
WVU	COBE & Engineering Classroom Building - Replace Roofs (WVUIT)	350,000	0	350,000	175,000	175,000	5,211,500
WVU	Church-McKee Arts Center - Roof Replacement (PSC)	200,000	0	200,000	100,000	100,000	5,311,500
CU	Marsh Hall and Science Hall 1st Floor Replacement and Asbestos Removal	150,000	0	150,000	75,000	75,000	5,386,500
WLSC	Elbin Library Roof	350,000	0	350,000	175,000	175,000	5,561,500
GSC	Roof Projects	325,000	0	325,000	162,500	162,500	5,724,000
FSU	Education Building - Exterior Waterproofing	185,000	0	185,000	92,500	92,500	5,816,500
WVSU	Replace Chillers - Ferrell Hall	200,000	0	200,000	100,000	100,000	5,916,500
WVSU	HVAC Upgrade - Hill Hall Faculty Office Building	300,000	0	300,000	150,000	150,000	6,066,500
WVSU	Replace Chillers - Ferrell Hall	200,000	0	200,000	100,000	100,000	6,166,500
SU	Knutti Hall HVAC System	700,000	0	700,000	350,000	350,000	6,516,500
FSU	Feaster Center HVAC	265,000		265,000	132,500	132,500	6,649,000
BSC	Mahood Hall Upgrade Electrical-Mechanical & Renovations	850,000	425,000	425,000	212,500	212,500	6,861,500
WVU	Engineering Classroom Building - New Air Handlers (WVUIT)	400,000	0	400,000	200,000	200,000	7,061,500
WVSU	Replace Boilers - Hamblin Hall	100,000	0	100,000	50,000	50,000	7,111,500
FSU	Infrastructure Upgrades - Sidewalks, Storm Sewers, Fire Hydrants, Etc	400,000	200,000	200,000	100,000	100,000	7,211,500
CU	Admin-Science Windows	580,000	0	580,000	290,000	290,000	7,501,500
CU	Carter Hall Energy Savings	457,330	0	457,330	228,665	228,665	7,730,165
SU	Snyder Science Hall Renovation Phase III - Upgrade Lighting and Electric Panel	65,000	0	65,000	32,500	32,500	7,762,665
WVSU	Replace Water Lines and Headers - Campus Wide	500,000	0	500,000	237,335	237,335	8,000,000
		<b>17,295,330</b>	<b>1,270,000</b>	<b>16,025,330</b>	<b>8,000,000</b>	<b>8,000,000</b>	